

840036

59 pgs.

**WORKING CONDITIONS
OF REGULAR, EXTRA, AND PARATRANSIT
OPERATORS
AND HOURLY BUS MAINTENANCE EMPLOYEES
OF
VIA METROPOLITAN TRANSIT
SAN ANTONIO, TEXAS
(Regular Working Conditions)**

1,000
bus operators

Effective: August 1, 1999

(Printed 5-5-2000)

X- 7/31/2002

6/26/02

CHAPTER I

GENERAL PROVISIONS

ALL EMPLOYEES

ARTICLE A.

AUTHORITY

SECTION 1. VIA Metropolitan Transit ("VIA") is a political subdivision of the State of Texas created and confirmed pursuant to §451 et seq. of the Texas Transportation Code, formerly Article 1118x, Vernon's Civil Statutes of Texas.

SECTION 2. The wages or compensation, hours of work, working conditions, and employee benefits with respect to employees covered by the job classifications as approved by resolution of VIA are set forth in the following articles of these conditions of employment.

ARTICLE B.

TERMS

SECTION 1. The Regular Working Conditions for regular, and extra bus board operators, paratransit operators and hourly-paid bus maintenance employees of VIA Metropolitan Transit, Appendices A, B & C, hereto shall continue in effect until July 31, 2002, or until thereafter amended.

ARTICLE C.

PURPOSES OF CONDITIONS OF EMPLOYMENT

SECTION 1. The purposes of these conditions are to assure adequate and dependable transit service to the public; to provide the employees with working conditions as good as may be reasonably possible; to protect the interests of VIA and the public; to provide a procedure for adjusting grievances or disputes arising from or pertaining to employment with VIA; to provide the wage rates and working conditions for employees to whom these conditions are applicable; and, to set forth various other provisions relative to the rights, privileges, duties and obligations of VIA and its employees.

ARTICLE D.

JOB CLASSIFICATIONS COVERED

SECTION 1. Employees covered by these conditions of employment are all regular and extra board operators of buses, motor coaches, full-time paratransit operators (i.e., VIAtrans), shop repairman and helpers, painters and helpers, vehicle service attendants and shop attendants, day and night watchmen, storeroom clerks and garage foremen clerks. All other employees including part-time bus operators, part-time paratransit operators, supervisors, dispatchers, salaried foremen, group instructors, station foremen, clerical and office employees in all departments except as mentioned above, department heads, managers, directors and executives, are specifically excluded.

Chapter I

SECTION 2. From time to time, VIA may elect to engage retired operators to operate portions of VIA service.

Rates of pay as listed in Appendix A shall apply to retired operators, but no employee benefits shall accrue at any time under any conditions.

VIA may require physical examinations of retired operators, at VIA's discretion.

ARTICLE E. GENERAL SENIORITY

SECTION 1. For the purpose of determining seniority of employees, and for such purpose only, employment by the Public Service Company, San Antonio Traction Company, San Antonio Transit Company, and San Antonio Transit System shall be considered to be employment by VIA.

ARTICLE F. PROMOTIONS

SECTION 1. An employee appointed or promoted to a position not covered by these conditions of employment shall retain the right to return to his/her former position, with seniority accumulated while serving in such capacity. Employees so promoted or appointed after August 1, 1987, may by letter waive their rights to return to hourly work, but refusal to submit such a letter will not be cause for denial of promotion. Employees promoted above first line supervision after August 1, 1987 (i.e. beyond supervisor, station foreman, dispatcher, maintenance foreman, or a similar position) shall automatically waive the rights.

ARTICLE G. BULLETIN BOARD

SECTION 1. A bulletin board at the bus garage and the station foreman's office shall be maintained on which employee groups may post notices of meetings.

ARTICLE H. RULES

SECTION 1. All bulletins, notices and rules not appearing in the Operators Manual of Rules and Procedures will be posted in the garage and offices during the time they are in force and signed by the proper officials.

ARTICLE I. PAYROLL DEDUCTIONS

SECTION 1. Payroll deductions will be made upon request of any employee for accounts accruing to a Federal Credit Union of which the employee is a member. VIA deductions will have first priority over other deductions, however.

Chapter I

(a) If an employee, at the time of termination of his/her employment is indebted to such Credit Union, and if such employee and his or her spouse signs a written request authorizing VIA to withhold the amount due said Federal Credit Union on said loan, and authorizing VIA to pay it over to the Treasurer of said Federal Credit Union, then VIA will honor said request before paying said employee his/her final check. VIA deductions shall have first priority over other deductions, and VIA will not be held liable in any way for failure to collect the amount due on said credit union loan.

SECTION 2. Payroll deductions will be made for monthly dues to an employee's association of which an employee is a member and upon the written request of the employee upon a form furnished by VIA. Additionally, a separate payroll deduction from Union dues will be made for employee contributions to Amalgamated Transit Union No. 694 and Committee On Political Education (ATU-COPE) upon written request of the employee on a form to be furnished by ATU-COPE. Each form must be on file with VIA ten (10) days before the payday on which it becomes effective and may be withdrawn upon the written request of the employee ten (10) days before such payday. VIA deductions will have first priority over other deductions, however.

SECTION 3. The Finance Department will collect Amalgamated Transit Union, No. 694 dues that are in arrears when the Union Treasurer submits a list to the Finance Department. This list will be valid for one (1) time only and will be submitted to the Finance Department each month ten (10) days prior to the payday on which it is effective.

ARTICLE J. DISCIPLINE

SECTION 1. Any employee who may be suspended or discharged by VIA, and who, upon investigation, is found not guilty of sufficient cause to warrant such suspension or discharge, shall be reinstated to his/her former position and be paid in full for all lost time caused by such suspension or discharge. The Manager of Bus Operations, Manager of Bus Transportation, Director of Bus Operations, Manager(s) of Paratransit Operations, Director of Paratransit Operations, Manager(s) of Maintenance or Director of Maintenance, as applicable, may notify employees of minor breaches of rules, and may, should it be deemed necessary, grant employees so notified an opportunity to discuss such breaches in the employees' spare time, but employees not guilty of same shall be paid for not less than one (1) hour.

SECTION 2. When any employee is notified of a breach of rules or is summoned to the office to answer to any charge, it must be within three (3) business days (excluding the employee's regular days off, holidays, or other benefit days) after report of the specific offense alleged, except in case of irregularity in fare collections which must be within thirty (30) days; and upon request, such employee shall be given a copy of the charge or charges and granted an adjournment for a period of not more than three (3) business days (excluding the employee's regular days off, holidays, or other benefit days) before answering to the charge or charges. At the end of this period, he/she shall be given the privilege of a hearing; and no entry of a decision of guilty of the offense shall be placed on the record of the employee until such employee has been given the privilege of such hearing and his/her defense, if any, shall be briefly recorded with the charge or charges; and

he/she shall answer only to the specific charge or charges concerning which he/she has been called to the office and as contained on the copy of same given to him/her.

SECTION 3. In the event of any employee going twelve (12) consecutive months without an error, his/her record shall be considered clean; and in the event of any employee severing his connection with VIA and desiring same, he/she shall be given a certificate of service and recommendation when his/her record permits.

ARTICLE K.
EMPLOYEES' REPRESENTATIVES

SECTION 1. For the purpose of discussing and conferring with respect to any matter, which concerns the employees, but subject to these Conditions of Employment, rules and provisions of law as may be properly applicable thereto, the management will meet with the employees or a committee of the employees at any time.

ARTICLE L.
GRIEVANCES

SECTION 1. Any employee to whom these Conditions of Employment are applicable, who feels aggrieved because he/she has been discharged or suspended, or because of what he/she believes is a misapplication or misconstruction of the terms or intent of the Conditions of Employment herein provided, may proceed in the following manner (unless any step is waived by mutual consent) provided that orders of authorized representatives of the employer shall be complied with while carrying out the grievance procedure.

FIRST STEP: An employee may present a grievance, personally or through the employee's representative, orally or in writing, to the foreman, instructor or supervisor within one (1) week, of the event which is the source of the grievance. Every effort shall be made to settle such grievance promptly and reasonably.

SECOND STEP: Appeal, if requested by the aggrieved employee, from the decision rendered, may be made to the Manager of Bus Transportation, Manager of Bus Operations and/or Director of Bus Operations; or Manager(s) of Paratransit Operations and/or Director of Paratransit Operations; or Manager(s) of Maintenance and/or Director of Maintenance, as applicable, within one (1) week of the date of such decision. The aggrieved employee, or the employee's representative, shall be notified of the time and place of a hearing, which shall take place within three (3) days, exclusive of Sundays and holidays, of the date of which the appeal is made.

The employee, or the employee's representative, shall be notified of the decision by the Manager of Bus Transportation, Manager of Bus Operations and/or Director of Bus Operations; or Manager(s) and/or Director of Paratransit Operations; or Manager(s) and/or Director of Maintenance, as applicable within three (3) days, exclusive of Sundays and holidays, of the date of the hearing.

THIRD STEP: Appeal from the decision of the Director of Bus Operations and/or Manager of Bus Transportation or Manager of Bus Operations, or Director and/or Manager(s) of Paratransit Operations, or Director and/or Manager (s) of Maintenance, as applicable, may be made to the Assistant General Manager within one (1) week upon which notification has been given of the decision of the Director of Bus Operations, or Director of Paratransit Operations, or Director of Maintenance, as applicable. The Assistant General Manager shall notify the aggrieved employee, or the employee's representative, and shall conduct a hearing on the matter within three (3) days, exclusive of Sundays and holidays, of the date the appeal is made. The employee, or the employee's representative, shall be notified of the decision of the Assistant General Manager within three (3) days, exclusive of Sundays and holidays, after the date of the hearing.

FOURTH STEP: Appeal from the decision of the Assistant General Manager may be made to the General Manager within three (3) days of the date of notification of the decision given by the Assistant General Manager. The General Manager shall notify the aggrieved employee, or the employee's representative, and shall conduct a hearing on the matter within one (1) week after the appeal is made.

The aggrieved employee or the employee's representative shall be notified of the decision of the General Manager within three (3) days, exclusive of Sundays or holidays, of the date of the hearing.

SECTION 2. Appeal from the Manager level to Director level, and/or appeal to a higher authority, must be in writing, state the basis for the appeal and the remedy sought by the employee.

SECTION 3. Time extensions may be granted upon request from individuals involved in the appeal process.

ARTICLE M. APPEAL TO AUTHORITY BOARD

SECTION 1. Every effort shall be made to settle employee grievances by the management of VIA and it is assumed that this will normally be done; however, upon failure to reach a mutually satisfactory adjustment of any grievance that may arise concerning the terms or intent of the Regular Working Conditions herein provided, but excluding questions or differences concerning changes in the Regular Working Conditions, the aggrieved employee may make appeal, in writing, from the decision of the General Manager, within ten (10) days of the date of notification of the decision of the General Manager. The decision of the VIA Board shall be in writing and final.

ARTICLE N. DRIVER'S LICENSES

SECTION 1. VIA will buy the appropriate driver's license for all employees as may require such a license in order to conduct VIA's business.

ARTICLE O.
FEDERAL SERVICE

SECTION 1. Should it become necessary for any employee to leave the service of VIA to serve the Federal Government in Army, Navy or Federal Mobilization for defense or war purpose, such employee shall retain and accrue seniority during such service, providing he/she returns to the employ of VIA within a ninety (90) day period after his/her discharge or demobilization from Federal Service; all in accordance with the Selective Service Act of 1940. Re-employment rights and benefits shall be provided in accordance with Section 2021 and 2024 of Title 38, Chapter 43, United States Code Annotated, as amended.

ARTICLE P.
COURT APPEARANCE

SECTION 1. All employees who are required to give up or be relieved from their regular work to attend court on VIA business, or to secure additional evidence for the Risk Management Department, shall be paid regular wages the same as if they had not been relieved. All employees not required to give up or be relieved from their regular work who shall be required to attend court on VIA business or to secure additional evidence for the Risk Management Department during their time off, shall be paid at the regular rate of wages for all such time. If the employee has more than one (1) regular rate of pay for differing classes of work, the rate of pay for the class of work most closely related to the court matter shall apply; if the court matter is not most closely related to one (1) class of work, the employee's predominant rate of pay shall apply. This section shall apply in all cases where employees have been arrested for accidents that occurred while on duty and are required to appear in the police court or any other court.

ARTICLE Q.
JURY DUTY

SECTION 1. Any daylight, early morning and afternoon split operator serving on the jury who should be discharged from such jury service after work order board is posted and who reports for duty before 11:30 PM shall take out his/her regular run the next morning. To make this possible, the regular run involved will be filled the first day, but will be carried open thereafter and filled from the reserve list each morning until the regular operator involved reports back from jury duty.

SECTION 2. Any extra board operator serving on the jury, who shall be discharged from such service after work order board is posted, and who reports for duty before 11:30 PM, shall be placed on the top of the reserve list the next morning. If the extra board operator reports before twelve noon, and has been excused from jury service after the PM Board is posted, he/she shall be placed at the top of the PM reserve list.

SECTION 3. An afternoon and late night split operator serving on the jury, who shall be discharged from such jury service after PM work orders are posted, and who reports for duty before twelve noon, shall take out his/her regular run that afternoon; and in order to make this possible, the run involved will be filled the first day, and will be held open and filled from the reserve list thereafter, until the regular operator involved reports back from jury duty.

Chapter I

SECTION 4. Any full-time employee called for jury duty shall be paid the amount he/she would have earned had they not been called for said jury duty; for purposes of this section, it shall be assumed that vehicle operators would have worked eight (8) hours on their regularly scheduled work days. Employees on a four (4) day work week will be paid an amount equal to ten (10) hours at their regular rate of pay for each day used.

SECTION 5. Maintenance employees working nights and called for jury duty will not have to work their shifts after rendering jury service and will receive pay the same as other employees. Day shift maintenance employees released from jury duty prior to 11:00 a.m. are expected to return back to work by 12:30 p.m.

CHAPTER II

BENEFIT PROVISIONS ALL EMPLOYEES

ARTICLE A. LIFE INSURANCE

SECTION 1. VIA will provide twelve thousand dollars (\$12,000) life insurance coverage for eligible full-time employees with a reasonable provision for total disability, in accordance with the terms of a specimen policy with the Union mutual Stock Life Insurance Company of America or its successor, which will be made available for inspection by employees. This coverage becomes effective November 1, 1988. The cost of this twelve thousand dollars (\$12,000) of insurance will be borne entirely by VIA. Under the terms of the policy, employees who leave the service of VIA may continue their insurance by selecting one (1) of the policies offered by the Insurance Company, and paying the premium on the policy so selected. VIA reserves the right to reject or suspend the insurance of any employee who is out of regular service for a period of more than ninety (90) days, or who is granted an extended leave of absence, unless that employee is being carried on the sick or disability list.

ARTICLE B. TIME OFF FOR DEATH IN IMMEDIATE FAMILY

SECTION 1. All regular, full-time employees shall be allowed time off from their regular work assignment not to exceed three (3) consecutive working days, within a five (5) consecutive calendar day period which must contain the day of the funeral and the time off. The time off is for the purpose of attending the funeral or attending to matters relating to the funeral due to:

- (a) Death in an employee's immediate family (wife or husband, children, brother or sister).
- (b) Death of member of employee's family residing in the employee's household.
- (c) Death of an employee's father or mother, or present father-in-law or mother-in-law.

If a full-time employee is on Death in Immediate Family Leave and a VIA holiday occurs during this period, the employee will be paid holiday pay in addition to Death in Immediate Family Leave pay. Employees will be paid an amount equal to eight (8) hours at their regular rate of pay for each day used. Employees on a four (4) day work week will be paid an amount equal to ten (10) hours at their regular rate of pay for each day used.

In some cases, three (3) consecutive days is not sufficient for taking care of all responsibilities related to a death in the family. Any additional amount of time required above and beyond the three (3) working days given will be coordinated with the appropriate manager. A liberal vacation floater arrangement will be made on a case by case basis. In every event all possible consideration will be made to assist the employee, during this period.

SECTION 2. When the death of an employee's biological grandparent(s), or great-grandparent(s), or the person who raised the employee occurs, the employee may be released from scheduled work, with pay, for the day of the funeral. The decision to grant the day off will be made by the Manager of Bus Operations for bus operators, the Manager of Paratransit Service Operations for paratransit operators, and the Manager of Maintenance for maintenance employees, on a case by case basis.

ARTICLE C.
VACATIONS

SECTION 1. All employees who have had the number of years or months of continuous service with the San Antonio Transit System and/or VIA prior to July 1st each year, as shown on the column on the left in the table below, shall be eligible as of that July 1st for the corresponding vacation time for the following year, as shown in the column on the right.

<u>Years or Months of Continuous Service</u>	<u>Vacation Time</u>	<u>Vacation Hours</u>
10 but less than 12 months	4 days	32
1 year or more	1 week	40
3 years or more	2 weeks	80
8 years or more	3 weeks	120
15 years or more	4 weeks	160
24 years or more	5 weeks	200
30 years or more	6 weeks	240

For employees on a four (4) day workweek a vacation day is equivalent to ten (10) hours.

For each day on which they would normally have worked during their vacations, maintenance and operations employees shall be paid for eight (8) hours at their regular rates.

Hourly paid employees become eligible for vacation on July 1st of each calendar year, provided they have at least ten (10) months' continuous service as a full time employee.

An employee who takes vacation prior to July 1st, and who terminates VIA prior to July 1st is required to reimburse VIA for all monies paid him/her for any vacation for which he/she was not yet eligible. An employee who terminates VIA after July 1st has no obligation to reimburse VIA for any vacation time taken prior to date of termination.

SECTION 2. The Director of each department shall prepare in advance a schedule of vacation period covering the employees of his/her department, and the said period of vacations to cover as many straight days as possible without interfering with the bus or paratransit service or resulting in a shortage of employees, and the said period of vacation schedule shall be designated by VIA, either over the twelve (12) months period or any part thereof.

SECTION 3. Each employee shall be permitted to select his/her vacation period according to seniority far enough in advance so as to permit the making of proper arrangements for any vacation trip desired.

SECTION 4. In the Maintenance Department, selection of vacation periods shall be selected according to seniority, but may be varied from time to time by the Director of Maintenance provided work on hand demands same, and the services of mechanics on special work are required with no substitute available. In cases of such variation, the mechanics involved shall be given an opportunity to select vacation periods if possible, satisfactory to them later.

SECTION 5. Where employees are entitled to paid vacation, they may have upon written request additional vacation periods allowed, from fifteen (15) to sixty (60) days off without pay, provided VIA will be governed by the number of employees off duty, and the granting of said vacation will not result in a shortage of employees which would cause overtime work for other employees.

SECTION 6. Employees who have worked less than 196 days in the calendar year preceding the year in which vacations are given, shall have their normal vacation pay the year in which vacations are given, and shall have their normal vacation pay reduced proportionately, in accordance with the number of days actually worked; except that the employee will not be penalized for time lost due to occupational injury or while off sick drawing sick pay.

SECTION 7. Employees retiring at age sixty-two (62) and over or going out on total and permanent disability will be entitled to a vacation determined by multiplying the number of days of their vacation by the number of months service completed since the previous July 1st and dividing by twelve (12).

SECTION 8. Employees who decease prior to taking or completing their scheduled vacation shall have such unused portion of their scheduled vacation paid to their beneficiary.

SECTION 9. No employee having had a vacation covering the above stated time will be entitled to another vacation in any one (1) year until all other employees desiring vacations have had same granted, the above not to cover cases of emergency or sickness.

SECTION 10. Days of rest will not be charged to the employees as vacation time.

SECTION 11. Part-time employees shall not be entitled to any vacation unless they are also full-time employees, in which case they shall be granted leave of absence from their part-time work during the period of their full-time vacation including preceding or succeeding days of rest. In no case shall any part-time work be considered in computing vacation pay.

SECTION 12. Any employee that is eligible for three (3) weeks of vacation may elect to designate one (1) week (40) hours as a floater. Any employee that is eligible for five (5) weeks of vacation or more may elect to designate an additional one (1) week (40) hours as floater.

(a) Operators may sign for floaters by seniority on their respective day of sign-up, for the next calendar year, effective with the sign-up of January 2000. The operator cannot be bumped once a

date has been signed for. Remaining available floater dates will be signed for on a first come, first served basis, as requested, without any specified period of advance notice. Additionally, any floater days left over from the current year will become part of the vacation bank.

(b) Maintenance employees may take five (5) days in a row, or take five (5) days one at a time, during different times of the year. Managers will consider all requests for emergency floating vacation. Maintenance employees electing to use floating vacation days must sign for floating vacation days each calendar quarter. No maintenance employee may enter the fourth quarter with a balance of more than two (2) floating vacation days. Maintenance employees may not carry floating vacation days into the following calendar year. The maintenance quarterly floating vacation sign-up will be available for maintenance employees to sign twenty-five (25) days before the beginning of the following quarter. All maintenance employees electing to use floating vacation days must sign the quarterly floating vacation sign-up fifteen (15) calendar days before the beginning of the following quarter. The completed maintenance quarterly floating vacation list will become available to supervisors three (3) calendar days before the beginning of the following quarter. A maintenance employee may elect to take a floating vacation day if a slot is available, provided notice is given to the supervisor prior to the end of the shift on the previous day. Requests for floater vacation days on the same day will be at the maintenance supervisor's discretion, based on workload.

SECTION 13. Five (5) full-time bus operators will be permitted vacation at any one time during the nine (9) days of Fiesta Week.

SECTION 14. Paratransit Operations Department will allocate nine (9) weeklong vacations for van operators during the week between Christmas and New Years. Reasonable efforts will be made to accommodate as many van operators as possible who request floating vacation time during the week between Christmas and New Years.

SECTION 15. Hourly employees will be allowed to accumulate up to a maximum of ten (10) weeks/400 hours of vacation, during their career. However, only the amount earned during any year may be taken, during that year. Exceptions of an emergency nature will be approved by the Department Director. Each hourly employee is strongly encouraged to take one continuous week of vacation. This accumulation policy will not supersede or impact any other vacation policies.

SECTION 16. Employees leaving service from VIA shall be entitled to full pay for any unused portion of their earned vacation.

ARTICLE D. HOLIDAYS

SECTION 1. The provisions outlined in Section 2 of this Article will apply on New Year's Day, Martin Luther King's birthday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, except where the holiday comes on Sunday and reduced holiday schedules will run on the Monday following the holiday. In such instances, those provisions will not apply to the holiday, but will apply on the Monday following the holiday.

Chapter II

Provisions of Section 2 of this Article also apply to the employee's birthday holiday, as applicable. In order to qualify for the employee's birthday holiday, an employee must have at least two (2) years continuous service preceding the employee's birthday. Employee must contact Manager of Bus Operations, Manager of Paratransit Service Operations or Manager of Maintenance, as applicable, two (2) days in advance of their birthday holiday in order to be excused.

Any part of Chapter III, Article E, Section 2 (Canceling Days Off) and Chapter VII, Article A, Section 3 (Time And One-Half), in conflict with this paragraph will not apply on New Year's Day, Martin Luther King's birthday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and employee's birthday.

SECTION 2. Full time employees shall be paid eight (8)/ten (10) hours, as applicable, at their straight time rate, in addition to time actually worked, on the day the holiday is observed, provided:

- (a) The employee is an operator scheduled to work, but having no run assignment on the day the holiday is observed; or
- (b) The employee is in the Maintenance Department and is not scheduled to work on the day the holiday is observed; or
- (c) The employee is on a regularly scheduled day of rest on the day the holiday is observed and is not assigned to work on the day the holiday is observed; or
- (d) The employee is on vacation, death in family leave, paid military leave, occupational injury leave, jury duty, or is eligible for and is receiving sick pay; or
- (e) The employee has less than one (1) year service but would otherwise qualify for paid sick leave; or
- (f) The employee completes his/her work as scheduled on the day the holiday is observed; or
- (g) The employee is an extra board operator who has been granted the day off under Section 5 of this Article; or
- (h) The employee is an elected employee representative who is excused to conduct union business the day before a holiday, the day a holiday is observed, or the day after a holiday is observed.

The above provisions will not apply to any employee who has not worked their regularly assigned work one (1) day before the holiday, or who is not available for their scheduled work assignment the day a holiday is observed, or who is not available for work the day following a holiday.

SECTION 3. Paratransit will post the paratransit operators' "Holiday Off List" five (5) days prior to the following holidays: Thanksgiving, the day after Thanksgiving, Christmas and New Year's Day. Paratransit will post the paratransit operators' "Holiday Off List" three (3) days prior to all other holidays.

SECTION 4. VIA will post the holiday list for maintenance employee's seven (7) days before the holiday.

SECTION 5. Extra board operators volunteering for and granted the day off on the day on which a holiday falls will have eight (8) hours subtracted from their eighty (80) hour guarantee (if qualified), but they will retain their holiday pay (8 hours).

(a) VIA will determine which holidays will be governed by this provision and the number of extra board operators that can be excused.

(b) Extra board operators desiring to be off on a designated holiday must sign a list by the close of business three (3) days prior to the holiday. The Manager of Bus Operations or Manager of Paratransit Service Operations will state on the list the number of extra board operators that can be excused.

Within the three (3) days before the holiday, the Manager of Bus Operations or Manager of Paratransit Service Operations will post the names of the extra board operators to be excused. The extra board operators to be excused will be determined by seniority and they will retain their place on the board.

SECTION 6. Procedures for regular operators to sign on holiday service that requires Sunday or Saturday service schedule.

(a) Eliminate Sunday holiday schedules from all regular runs signed for during a regular sign-up, except those schedules where the holiday actually falls on Sunday.

(b) Eliminate Saturday holiday schedules from all regular runs signed for during a regular sign-up, except those schedules where the holiday actually falls on Saturday.

(c) Have a separate volunteer sign-up for holidays that require a Sunday or Saturday holiday schedule during each regular sign-up.

(d) Extra board operators will be excluded from this sign-up.

(e) In the event sufficient volunteers are not obtained during a sign-up:

1. Thirty (30) calendar days prior to a holiday, post a list of open runs asking for volunteers to fill open schedules.
2. If the service demand is not met with volunteers, within fifteen (15) calendar days prior to the holiday, after determining the number of operators needed to meet

requirements, conscript operators from the seniority list of regular operators, assigning open runs sequentially from the lowest number canceled to the highest as determined by the cut-off point on the seniority list.

(f) Repeat the procedure outlined in (e) 1-2 above for each holiday if enough volunteers to meet service needs are not achieved.

(g) If within three (3) days of the holiday there exists an excess amount of extra board operators, then as many regular operators as possible by seniority who were conscripted will be granted the opportunity to volunteer to be off on the holiday.

ARTICLE E.
SICK LEAVE

SECTION 1. Any full-time employee will be granted sick leave pay under the following conditions:

(a) Each full-time employee with over one (1) full month of service will accrue ten (10) hours (1.25 days) of sick leave per month. Hours of sick leave may be accumulated to a maximum of 1,440 hours (180 days).

Sick benefits of ten (10) hours per month shall continue to accrue during the employee's extended illness, except if an employee has not worked at least one (1) full day or eight (8) hours or more within the last two (2) years (730 days), in which case he/she will be removed from the active roll of VIA employees.

On July 1st of each year, each employee will be allowed two (2) days (No-Wait Days) of the fifteen (15) days annual sick leave accrual as days that may be applied to each report of illness by the employee. If zero (0) No-Wait Days are used as of June 30 in the previous year, the employee will receive one (1) bonus No-Wait Day. No-Wait Days will be allowed to accumulate. They may be used to receive compensation for the first and/or second day of each incident of illness claimed by the employee, until expended.

No physician's statement is required when No-Wait Days are utilized for the first and/or second day of illness. However, an Attending Physician's Statement is still required for the third and following days of every incident of reported illness.

No-Wait Days may be used for any medical care or treatment as elected by the employee.

The employee may elect immediately following an incident of illness whether or not to claim No-Wait Days to cover time lost due to illness. If a No-Wait Day is claimed, the employee will be paid eight (8) hours or ten (10) hours per day, as applicable, depending on whether they work a five (5) or four (4) day work week.

No-wait days may also be used in four (4) hour increments for a eight (8) hour work day or five (5) hour-increments for a ten (10) hour work day. (e.g., One (1) no-wait day may be used as a complete sick day 8/10 hours; or those hours could be used in 4/5 hour increments thereby providing 2 occasions per no-wait day.) The intent is to provide opportunity for employees to obtain necessary medical attention without having to use excess sick leave. If less than 4/5 hours is needed to obtain necessary medical care, that portion of the 4/5hour increment not used will be credited to the employee's regular sick leave bank. (This will be on a test basis, from August 1, 1999, through July 31, 2000, during which time the impact on the operational system, and sick leave program will be evaluated.) At the conclusion of the test period, if the operational system and/or sick leave program is negatively impacted, labor and management will reconvene to seek mutually agreed on remedy. If agreement cannot be reached, the original procedure will prevail.

An employee's accrued No-Wait Days sick leave balance will not be impacted by an illness if they elect not to claim No-Wait Days.

After employees exhaust their No-Wait sick days, payment for sick leave will not be made for the first two (2) working days missed due to the illness.

Sick leave pay will not be made for regular days off prevailing at the time.

After employees exhaust their No-Wait Days, the first two (2) days of additional sick periods will be paid only in the event an eligible employee is confined to a hospital or has surgery on an out-patient basis in a hospital or an approved day surgery facility, without having to be admitted into a hospital prior to the expiration of the two (2) working days waiting period, payment for sick leave will begin on the first day of such confinement. The employee must have been confined to his/her home or a hospital under the care of a regular physician or osteopath and must submit an Attending Physician Statement attesting to their illness and fitness for duty.

Sick leave is applicable for dental care when the services are necessary and consistent with the illness or injury for which the patient is being treated and such treatment is provided by a Doctor of Dentistry (does not include an intern). Services rendered for general dental care in connection with a routine examination, cleaning, scaling, or which are not medically necessary for the diagnosis or treatment of an illness, injury, or bodily malfunction or which are not recommended by a dentist and approved by a dentist do not qualify for sick leave.

An employee off sick may change scheduled vacation, prior to its effective date, to any other available period during the vacation year. However, this change cannot displace any other employee already scheduled, nor can it be rescheduled during any period in which the maximum allowable number of employees have vacations scheduled.

A Physician (for the purpose of completion of an Attending Physician Statement) includes: Doctors of Dentistry, Doctors of Medicine (MD), or Doctors of Osteopathy (DO), who may specialize in areas such as Cardiologist, Ear, Nose and Throat, Gynecologist, Obstetrician, Psychiatrist, Neurologist, Dermatologist, Podiatrist, Ophthalmologist, Endocrinologist, and Urologist. Also, Therapists, Chiropractors, and providers of rehabilitation therapy will be considered a Physician, provided they are authorized and monitored by a Medical Doctor or a Doctor of Osteopathy.

(b) Each full-time employee may, before July 1st, elect to receive monetary compensation in lieu of the grant of paid sick leave ("redeem sick days") on the following terms:

Sick Leave Redemption Schedule

If employee has in sick bank as of July 1st:

<u>(180 Days)</u>	<u>(179-105)</u>	<u>(104-45)</u>	<u>(44 or Less)</u>
1440 Hours	1439-840	839-360	359 or Less
Employee can <u>(15 Days)</u>	<u>(10 Days)</u>	<u>(5 Days)</u>	<u>(0 Days)</u>
<u>redeem up to:</u> 120 Hrs.	80 Hrs.	40 Hrs.	0 Hrs.

(c) If an employee makes an election in accordance with section (b) above, VIA will compensate the employee according to the number of days of sick leave with pay claimed by the employee in the year beginning with the previous July 1st at the following rates:

- 0 days claimed - \$50 for each day redeemed
- 1 day claimed - \$40 for each day redeemed
- 2 days claimed - \$35 for each day redeemed
- 3 days claimed - \$30 for each day redeemed
- 4 days claimed - \$25 for each day redeemed
- 5 days claimed - \$20 for each day redeemed
- 6 or more days claimed - No redemption

Partial days of sick leave shall be rounded up to the nearest whole day in determining the amount of paid sick leave claimed.

No additional claims for the affected year may be filed after the monetary compensation in lieu of sick leave has been paid.

(d) Sick leave which the employee redeems shall be deducted from the fifteen (15) days granted described in section (a) above and the remainder of the fifteen (15) days granted shall be added to the bank.

Payment for each redemption shall be made on or before July 31st.

(e) Employees who leave on or after July 1, will be entitled to any election of monetary compensation in lieu of sick leave which they had elected as of July 1 of the applicable year.

SECTION 2. Sick leave may be utilized for paid time off related to childbirth for the period that the employee is unable to work for medical reasons, or 6 weeks, whichever is longer. If the employee does not have enough sick leave and/or vacation to cover this period, unpaid leave may be taken. As with all paid sick leave, an Attending Physician's Statement is required for the third and following days of illness to verify the employee's inability to work. If qualified, the employee may take additional paid or unpaid leave under Family and Medical Leave.

SECTION 3. An employee who has worked at least twelve (12) months and at least 1,250 hours in the past year is entitled to Family and Medical Leave benefit. All eligible employees are entitled to a total of twelve (12) weeks of unpaid leave during a twelve (12) month calendar year for one (1) or more of the following: (1) birth of a child, (2) placement of child for adoption or foster care, (3) caring for a spouse, child or parent with a serious health condition, or (4) the serious health condition of the employee. Supporting documentation may be requested on any of the above. The employee may also be required to periodically report on their status and intentions. An employee may use earned vacation to receive pay for this time off. If the absence falls under VIA's sick leave policy, sick pay may be utilized.

- Where permitted by law, all paid leave will be applied toward the twelve (12) week limit established by the Family and Medical Leave Act.
- The employee may elect to continue all current benefits, using the existing employer and employee contributions.
- Vacation and sick leave will continue to accrue while the employee is on leave.
- While the time off is normally taken during one (1) continuous period, certain conditions (such as a serious medical problem) may permit that the time be taken intermittently.

The employee is required to give thirty (30) days notice. If this is not possible, the employee should give notice as soon as he/she can to minimize disruptions to the department. In addition an employee should when possible, attempt to schedule his/her leave to minimize disruptions. Additional provisions and/or restrictions exist, addressing topics such as: definition of terms, married employees both wishing time off, key employee exemption, intermittent leave, and reduced schedule leave. More information on the Family and Medical Leave Act of 1993 is available in the Human Resources department.

ARTICLE F.
UNIFORMS

SECTION 1. All regular and extra board bus and paratransit operators and all maintenance employees shall present a neat and clean appearance while on duty.

SECTION 2. (a) Regular and extra board bus and paratransit operators and regular maintenance employees shall wear the uniform and insignia prescribed by VIA. VIA shall pay up to two hundred thirty-five dollars (\$235) commencing on August 1, 1999, up to two hundred forty-five dollars (\$245) commencing on August 1, 2000, and up to two hundred fifty-five dollars (\$255) commencing on August 1, 2001, for bus and paratransit operators' actual uniform cost. VIA shall pay up to two hundred fifteen dollars (\$215) commencing on August 1, 1999, up to two hundred twenty-five dollars (\$225) commencing on August 1, 2000, and up to two hundred thirty-five dollars (\$235) commencing on August 1, 2001, for maintenance employees' actual uniform cost.

(b) Maintenance employees are permitted to place and/or use their first name on their uniforms at their option.

(c) New employees, upon completing their first year of service, will receive a pro-rata value of the uniform allowance based on the number of full calendar months remaining to the next August 1st. Any unused portion of the annual uniform allowance for such employees for one (1) twelve (12) month period commencing each August 1st shall be applied to the actual cost of prescribed uniforms purchased for the employee by VIA during the next such twelve (12) month period to the extent such cost exceeds the annual cost during the next such twelve (12) month period.

(d) Effective January 1, 1999, new part-time operators will be allowed to receive their uniform allowance (50% of full-time operator's allowance) in advance for the purchase of uniform clothing and apparel. If the employee leaves service for any reason before completing the 520-hour probation, he/she will reimburse VIA Metropolitan Transit for the cost of the uniforms.

SECTION 3. Any unused uniform allowance, up to two (2) years allowance, will be paid to an employee upon their retirement.

SECTION 4. Effective November 15, 1999, operators will be reimbursed up to \$50.00 (fifty dollars) for the purchase of a regulation watch as prescribed by VIA Metropolitan Transit. The amount reimbursed will be deducted from the operator's uniform allowance account.

ARTICLE G.
LONGEVITY PAY

SECTION 1. All permanent, full-time hourly-paid employees on the active rolls of VIA will receive Longevity Pay according to the following schedule of continuous service with VIA, the San Antonio Transit System and their predecessors.

Chapter II

- (a) Each full-time hourly-paid employee with ten (10) years or more continuous service, five percent (5%) additional pay above the employee's prevailing base rate.
- (b) Each full-time hourly-paid employee with fifteen (15) years or more continuous service, five percent (5%) additional pay above the employee's ten (10) year rate.
- (c) Each full-time hourly-paid employee with twenty (20) years or more continuous service, five percent (5%) additional pay above the employee's fifteen (15) year rate.

Each full-time hourly-paid employee will become eligible for longevity pay as outlined in paragraphs (a), (b) and (c) above on the anniversary date of his/her employment. Longevity pay will be included in determining hourly wages and all benefits based on hourly wages.

CHAPTER III
GENERAL PROVISIONS
ALL FULL-TIME OPERATORS

ARTICLE A.
TIME ALLOWANCES, PREMIUMS, AND PAY
FOR FULL-TIME, REGULAR, AND EXTRA BOARD AND
FULL-TIME PARATRANSIT OPERATORS

SECTION 1. VIA will pay all full-time paratransit, bus, and motor coach operators, including sightseeing and chartered bus, the wages per hour shown in Appendix A effective on the date indicated, applied to the time specified in this Article.

SECTION 2. Operators shall be paid for the following work hours:

(a) all hours during which the operator is required to be available at the Station Foreman's Office as a reserve operator shall be reserve time ("Reserve Time");

(b) each time an operator is required to sign at the Station Foreman's Office and operate a vehicle from the garage, nine (9) minutes shall be included to compensate for time spent in getting ready to take out the run and for travel time ("Report Time");

(c) all hours during which an operator is required to be in or attending a vehicle shall be included ("Platform Time");

(d) Operators may begin or end their assignments at or near the VIA Garage, Garage Area Relief Points, in the Central Business District ("CBD"), or at Other locations where relief is convenient ("Remote Relief");

(e) RESERVED;

(f) For each accident report required by the Risk Management section, twenty (20) minutes shall be included and is agreed to be average Accident Report Time.

1. Operators shall be paid for Accident/Incident Counseling and for preparation and submittal of Accident/Incident reports in response Customer Assistance Forms, as provided in Section 6 (b) (1) herein.

2. Additionally, operators shall be paid twenty (20) minutes for responding to each Customer Assistance Form (CAF), as provided in Section 7 herein.

(g) All other hours worked such, as court appearances required by the Risk Management Department, under Chapter I, Article P, Section 1; under Chapter I,

Chapter III

Article J, Section 1; and any instruction time under Chapter III, Article A, Section 3, which is not already listed above shall be included in pay hours.

SECTION 3. Bus, motor coach, and paratransit operators to whom students are assigned for teaching shall be paid five dollars (\$5.00) per day, no matter how many hours are spent per day for instruction, which includes pay for visiting the office to make a verbal report on the progress of their students.

SECTION 4. In addition to all straight time specified in these working conditions, operators shall be paid for one half (½) of all overtime hours as half-time premium. Overtime for each pay period shall be the greater of Daily Overtime or Weekly Overtime as defined below.

(a) Daily Overtime shall include:

1. Excess Time work as specified in Chapter IV, Article C, Section 2 (Daily platform time in excess of eight (8) hours and forty-five (45) minutes);
2. Extra Work as specified in Chapter IV, Article C, Section 3 (Worked performed in addition to regular run);
3. Spread Time as defined in Chapter IV, Article C, Section 5 (Regular operator's paid scheduled run time in excess of twelve (12) hours);
4. Day Off Time as defined in Chapter IV, Article C, Section 6 (six (6) hours guarantee) for Regular Operators and Chapter V, Article D, Section 3 (five (5) hours guarantee) for Extra Board Operators;

(b) Weekly Overtime shall consist of the excess over forty (40) of the following hours for each pay week: Reserve, Report, Platform, Travel, Accident Report and other work time according to Chapter III, Article A, Section 2 (Time allowances, etc.) including but not limited to subsection g, Time Allowed (Chapter IV Article C, Section 1), Daily Guarantee (Chapter V, Article D, Section 1), Day-off Guarantees (Chapter IV, Article C, Section 6 and Chapter V, Article D, Section 3), Time Allowed to make a minimum of one (1) hour for each piece of work, and an allowance for instruction under Section 3 above, computed by dividing the instruction pay by the operator's hourly rate in Appendix A.

SECTION 5. After computation of straight time and overtime premium as described above the applicable hours for the following paid leave shall be added:

- (a) Jury Duty according to Chapter I, Article Q, Section 3;
- (b) Time Off For Death In Immediate Family according to Chapter II, Article B, Section 1;
- (c) Vacations according to Chapter II, Article C;

(d) Holidays according to Chapter II, Article D, Section 2;

(e) Sick Leave according to Chapter II, Article E, Section 1.

Section 6. Operators shall be paid as follows for Accident/Incident Counseling and for the preparation and submittal of Accident/Incident Reports in response to Customer Assistance Forms.

(a) Accident/Incident Counseling by Risk Management/Safety:

1. After the investigation conference is completed, operators who have accidents/incidents classified as (NP) Non-Preventable, (U) Undetermined, or (MR) Miscellaneous Report will receive a minimum of one (1) hours pay. In the event the conference takes longer than an hour, the actual time spent with the Safety Supervisor will be compensated.

2. After the investigation conference is completed, operators who have accidents/incidents classified as (P) Preventable or (SA) Special Action will not be compensated for their time involved. Special Action classifications are assigned to accident/incident reports where safety concerns have been raised due to an operator's violation of a rule or procedure. This type of classification would require follow-up by the corresponding operations department management.

3. Operators who have incomplete reports and who have to report to the Investigative Conference to "complete their report" will not be compensated for their time involved.

4. Appeals of preventable classifications starting with the Safety Supervisor Level will be compensated if the classification is changed to (NP) Non-Preventable, (U) Undetermined, or (MR) Miscellaneous Report. Compensation will not be retroactive to previous levels where the accident/incident was deemed to be preventable.

(b) Accident/Incident Reports in response to Customer Assistance Forms:

1. For each Accident/Incident Report required to be submitted in response to Customer Assistance Forms, twenty (20) minutes shall be paid.

SECTION 7. Bus and paratransit operator related CAF processing procedure is as follows:

(a) A CAF received by bus/paratransit operations will be distributed to the appropriate supervisor for investigation and determination of fault. The investigation will include any additional facts that the operator wishes to provide. If the supervisor deems it necessary to solicit operator comments:

1. The supervisor will forward the CAF to the bus or paratransit station foreman, as applicable, in a plain (sealed) envelop marked "CAF" identifying the concerned operator.
 2. The Station Foreman will have the operator sign for the CAF.
 3. The operator will be allowed up to three (3) days to respond to the CAF and return it to the Station Foreman. **Exception:** If a CAF involves an incident or accident, the response must be made within one (1) day and will include a written report for Risk Management, if one was not previously submitted.
 4. Operators will be paid twenty (20) minutes for each report made in response to a CAF. **Exception:** If a CAF also requires a Risk Management Report for an injury claim, the operator will be paid only for the report to Risk Management and not forty (40) minutes for responding to both the CAF and Risk Management Report.
 5. When an operator returns a CAF to the Station Foreman, the Station Foreman will sign for the CAF.
 6. The Station Foreman will return the CAF to the supervisor conducting the investigation.
- (b) Upon completion of the investigation, the supervisor must forward the CAF to the Manager of Bus Transportation or Manager of Paratransit Operations, as applicable, recommending one (1) of the following findings:
1. Operator at fault ("OATF");
 2. Operator not at fault ("ONAF"); or
 3. Fault could not be determined ("FND").
- The supervisor must include the reason for their finding.
- (c) Based on the supervisor's finding, the Manager will accomplish the following:
1. Concur or not concur with the finding. When the manager does not concur with the finding, the manager may change an OATF finding to ONAF or FND or return the CAF to the supervisor for further investigation. The Manager shall not change an ONAF or FND to an OATF finding.
 2. All OATF CAFs (narrative portion) will indicate clearly the background and the results of the investigation, the supervisor's finding, and the concurrence of the Manager of Bus Transportation or Manager of Paratransit Operations, as applicable.

3. The Manager of Bus Transportation or Manager of Paratransit Operations, as applicable, will review the ONAF and FND finding of the supervisor and either approve the finding or return the report to the supervisor for further investigation. The approved ONAF/FND will be annotated with the results of the investigation, the name of the supervisor and the words "Operator not at fault" or "Fault could not be determined."

(d) Operator Records. All CAFs with findings of OATF will be placed in the operator's personnel file. Complaints with a finding of ONAF will not be placed in the operator's file and will not count against the operator's performance. A FND finding will also not be placed in the operator's personnel file and by itself, will not count against the operator's performance. However, should a pattern develop, the operator will be called in for counseling and a record of the counseling will be placed in the employee's personnel file. A pattern is defined as a series of OATF and/or FND complaints, which relate to a similar, recurring, possible fault on the part of the operator. A number of FND complaints, by themselves, do not constitute a pattern. However, the seriousness of FND complaints will effect the decision to call the operator in for counseling.

ARTICLE B.
TURN-INS

SECTION 1. Where bus, motor coach, and paratransit operators are required to turn over to and count their money receipts in the presence of an agent of VIA, it shall be the duty of the agent to receive the money and then receipt the operator; therefore, in a book to be provided for that purpose by the operator, thereby relieving the operator of and from any further responsibility for the amount of said remittances. Any operator failing to comply with the provisions of the agreement shall thereby forfeit any and all right to question any error that may subsequently develop.

ARTICLE C.
LAVATORIES

SECTION 1. Where it can be secured at a reasonable expense, VIA will provide one (1) suitable lavatory on each of several routes or lines in the most convenient place, and each of the said lavatories is to be locked where it is possible with a standard lock, and operators are to be supplied with a standard key.

ARTICLE D.
TEN-THIRTY/ELEVEN-THIRTY CLAUSE

SECTION 1. Any regular operator who works for a period of twelve (12) or more hours, or who works a late run and who does not get into the garage before 11:30 PM will not be required to report back to work without first having eight (8) hours of rest.

Chapter III

Any extra board operator who works for a period of twelve (12) or more hours, or who works a late run and who does not get into the garage before 10:30 PM will not be required to report back to work without first having eight (8) hours of rest. This section will not apply to extra board operators on a five (5) hour work day, giving the operator the option of making their AM show-up.

An extra board operator posted for an a.m. show-up who works less than eight (8) hours and comes in at 2230 hours or later has the option of making the a.m. show-up.

This section will not be enforced during "Fiesta Week" (Monday River Parade through Saturday Flambeau Parade night), other special events and large charter movements.

In case of any need for any exception to this section, management will consult with employee representatives.

ARTICLE E. CANCELING DAYS OFF

SECTION 1. In case it should become necessary to suspend all off days, the Station Foreman for Bus Operations or Station Foreman for Paratransit Service Operations shall then assign operators in rotary order.

SECTION 2. In cases where the 10:30/11:30 clause (Chapter III, Article D, Section 1) would not apply, as many off days as necessary may be suspended by calling for and assigning operators who volunteer for work, thereby giving up their regular days off on their own accord during such an emergency.

SECTION 3. When it is necessary to work operators on their days off, this will normally be done by having such work performed by the operators on the extra board. If it is only necessary to occasionally work extra operators on their days off, this will be done by the Station Foreman of Bus Operations or Station Foreman for Paratransit Service Operations canceling the necessary number of days off from time to time in rotary order. Should an operator desire to work on his/her day off, he/she must sign the Request to Work/Days Off Book three (3) days prior to his/her day off as required in Article F, Section 1, of this Chapter.

Extra board operators will maintain their standing on the board when their days off are canceled. Extra board operators whose days off are not canceled will be taken off the rotary board and placed on the day off rotary list. Extra board operators will then be placed at the bottom of the rotary board following their days off. The Station Foreman will prepare and maintain a list of all extra board operators and their respective days off. This list will document the cancellation of days off in rotary order. This procedure will be evaluated in six (6) month increments. Management will consult with employee representatives to evaluate this new procedure. This procedure may be discontinued if cost exceeds the average of \$2500 per month.

In case they are needed, extra board operators may occasionally be required to work both of their days off during the "sign-up". In case the above arrangement does not take care of the work, it may be necessary to work some or all of the regular operators on their sixth day. This will be done, as far as practical, by rotating such work among those regular operators who indicate a desire to work on their sixth day.

ARTICLE F.
REQUEST TO WORK/DAYS OFF BOOK

SECTION 1. There will be placed in the office of the Station Foreman for Bus Operations and/or Station Foreman for Paratransit Service Operations an open book, to be dated at 4:00 AM three (3) days in advance in which operators can register for the particular day or days, not exceeding three (3) days, on which they wish to work or request to be off and the operator who registers first for any particular day or days shall have first privilege. Each operator will be responsible for signing their name only in the Request to Work/Days Off Book. If any person signs for another person or persons, it will void all signatures signed by that person.

SECTION 2. Regular or extra board operators who request to lay off part of their run for a doctor or dentist appointment, court appearance, birthday, military leave, or to attend a funeral may do so by signing the Request to Work/Days Off Book in accordance with Section 1 of this Article.

The request for time off must list the reason and include the time of their appointment or time of funeral and the time of the day they wish to be relieved and the time they will return to work.

In the event the regular or extra board operator finds he/she cannot return to work at the time specified, due to delay in their appointment, the operator must call the Station Foreman for Bus Operations and/or Station Foreman for Paratransit Service Operations and report the delay and the reason.

Extra board operators requesting time off under this section will hold their position on the rotating board. Extra board operators not abiding by these rules will drop to the bottom of the board. It is further understood that extra board operators requesting time off under this Section will not qualify for their five (5) hour daily guarantee on the day they are granted the time off and will not qualify for their eighty (80) hour bi-weekly guarantee.

ARTICLE G.
SENIORITY - OPERATORS

SECTION 1. Each operator shall be entitled to hold a run in accordance with his/her length of continuous service as an employee of VIA. The preference runs shall always belong to the senior operator in continuous service, except when incompetent to hold such runs.

SECTION 2. The senior operator in continuous service shall have the choice run in the capacity in which he/she is employed or is qualified to work the list to be signed in accordance with the length of time of each operator in the service. Should any operator not desire to sign, he/she will

be placed on the extra list until the next regular sign-up or until a run comes open for bid which he/she may bid on in accordance with Article H. Section 4, of this Chapter, Assignment of Runs.

ARTICLE H.
ASSIGNMENT OF RUNS

SECTION 1. The Manager of Bus Operations and Manager of Paratransit Service Operations will prepare and post at the Station Foreman's Office a list of employees in order of seniority at least ten (10) days before the selection of runs begin; and will post a schedule of runs at least ninety-six (96) hours before the first day of selection of runs begin.

The number of bus and paratransit sign-ups will be limited to three (3) per year to permit the seniority rights of the operator to take effect upon the first day of each sign-up period. Every effort will be made to have the January bus operator's sign-up remain the same as the August sign-up where changes permit. To the extent possible, major changes will occur during the sign-up period corresponding to the beginning and end of the school year.

Employee representatives will receive a copy of the runs of bus and paratransit operators two (2) weeks prior to posting; provided the employee representatives sign off seven (7) calendar days prior to posting.

Two (2) sets of block paddles will be available at posting and during sign-up until such time as computerized information is available to provide run, headway, and block paddle information.

In case of an opening, the first operator on the list to be promoted in accordance with the seniority, such as extra to the afternoon and late night split, and from afternoon and late night split to early morning and afternoon peak split to straight daylight a.m. work, shall be given such run until the next sign-up when they will be required to select runs in accordance with their seniority; and in case of a change in schedule, except to cover an emergency, the list will be open for selection to take effect with the change.

SECTION 2. Selection of runs shall begin no sooner than ninety-six (96) hours after being posted and shall be concluded within one hundred and ninety-two (192) hours after being posted.

SECTION 3. Miscellaneous runs that are not available for selection at the regular sign-up will be posted for bids for five (5) days. Operators will turn in their bids to the Station Foreman for Bus Operations and Station Foreman for Paratransit Operations and at the end of five (5) days the miscellaneous run(s) will be assigned to the operator highest in seniority who bids on the miscellaneous run(s). Miscellaneous runs are subject to change or discontinuance at any time.

SECTION 4. Within ten (10) days after any regular run becomes permanently vacant, it will be posted for bids for five (5) days. During this five (5) day period, any operator of lower seniority than the operator vacating the run may turn in a bid to the Station Foreman for Bus Operations and Station Foreman for Paratransit Operations. At the end of five (5) days the run will be assigned to the operator highest in seniority who bids for it. If no operator bids for the run, it will be assigned to the operator lowest in seniority.

SECTION 5. All operators shall be marked off duty and have two (2) days of rest out of each seven (7) days and approximately an equal number of operators to be off duty each day until all operators have had two (2) days rest in seven (7).

Each run posted upon the schedule shall carry with it the days of the week on which the employee shall be off. As many runs as possible, equally divided between all classes of runs, shall carry with them Sunday as one (1) of their days off.

SECTION 6. Operators on straight runs may eat their lunch at the end of the line at the most convenient time that will not interfere with the service.

SECTION 7. Implement four (4) day workweek for bus operators on some runs.

SECTION 8. Paratransit four (4) day, ten (10) hour runs will begin at varied times in the A.M.

ARTICLE I.
RELATION TO PART-TIME BUS OPERATORS AND
PART-TIME PARATRANSIT OPERATORS

SECTION 1. No full-time operator's employment will be terminated solely for the purpose of making additional work available for part-time bus or part-time paratransit operators. VIA, however, retains any right, which it has to terminate an employee for any other reason. An employee who feels aggrieved by a violation or misapplication of this provision may file a grievance as provided in these working conditions.

SECTION 2. Seventy percent (70%) full-time and thirty percent (30%) part-time bus operator total line service platform hours will apply. All work to be performed by part-time bus operators shall not exceed thirty percent (30%) of total line service platform hours. In addition, part-time line service platform hours will be changed to reflect:

- (a) Line service work for part-time bus operators will include service after 1400 hours on weekdays and may include part-time split runs.
- (b) Line service work for part-time bus operators may include up to eight (8) A.M. extras of two and one-half (2 ½) hours or less.
- (c) Line service work for part-time bus operators will include unrestricted weekend work.

SECTION 3. Fifty percent (50%) or more of paratransit line service hours shall be done in-house; no more than fifty- percent (50%) of paratransit line service hours shall be contracted out. All work to be performed by part-time paratransit operators shall not exceed thirty percent (30%) of total in-house Viatrans service hours. In addition, part-time line service platform hours will be changed to reflect:

(a) Paratransit service work for part-time paratransit operators will start after 12:00 noon on weekdays.

(b) Paratransit service work for part-time paratransit operators shall be unrestricted on weekends and holidays provided it does not impact regular runs.

SECTION 4. The following policies and rules are established to effectively operate and administer in a fair and equitable manner the part-time operator program so that all full-time operators and part-time operators operate under the same rules and regulations.

(a) All part-time operators will be required to work at least one weekend day (Saturday or Sunday) per week until all work is exhausted.

(b) All work to be performed by part-time operators shall not exceed thirty percent (30%) of total bus line service and thirty percent (30%) of paratransit line service. The line service will only include late night weekdays and most weekend runs.

All part-time operators will not exceed thirty-two (32) hours per week for bus operators and paratransit, with a total minimum of fifteen (15) hours per week for all part-time operators until all work is exhausted. A report will be generated every week to ensure compliance and make scheduling adjustments in an expeditious manner.

(c) All part-time schedules will be reflected as part of a holiday schedule. Example: Line 4, Run 300, 15:00 hrs. to 19:00 hrs. Incorporate this time into the Saturday and Sunday schedules.

(d) All other promotion criteria being equal, promote all part-time to full-time by seniority (date hired) from those that apply.

(e) Every effort will be made to use part-time bus operators on school runs and charter work in order to contain cost.

(f) All part-time operators will not be excused to do other occupations through the workweek, to include Saturdays and Sundays and holidays. Miss-out/Sick Leave Program (3, 6, 9 Program) will be adhered to. If off on sick leave, employee should be required to provide doctor's slip.

(g) All rules and regulations will apply equally to the part-time operators as they apply to the full-time operators.

(h) Develop a computerized monitoring system for tracking part-time operator performance.

SECTION 5. VIA full-time bus/paratransit operator retirees, who are also Social Security recipients working part-time at VIA, will be allowed to sign for their work subject to a restriction of a maximum of thirty-two (32) hours per week or until they reach their maximum Social Security earning limit.

VIA full-time bus/paratransit operator retirees, who are not Social Security recipients working part-time at VIA, will be allowed to work up to thirty-two (32) hours per week.

Both categories of VIA full-time bus/paratransit retired operators, Social Security recipients and non-Social Security recipients, working part-time at VIA, will be permitted to choose and sign for available part-time AM/PM work before any other category of part-time operator's work schedules are assembled or signed for.

ARTICLE J.
SPECIAL EVENT GUIDELINES

The following procedures will be implemented for special event service:

STEP ONE: Volunteer operators shall be paid from start time until end time of special event without being taken off the clock. Volunteer operators (regular operators) shall work special event service only.

STEP TWO: If more operators are still needed and it becomes necessary to cancel an operator's day off:

- a. Part-time operators that are not scheduled to work and who are not completing 32 hours work per week shall be used first – up to their 32 hour limit.
- b. Part-time operators may not exchange regular assigned work for special event work.

STEP THREE: Three (3) days prior to the special event date, regular operators shall be cancelled from the bottom of the seniority list on a rotation basis, as called for in the working conditions. Rotation shall be documented and employee representatives shall receive an updated copy after each event.

In the event an operator fails to report for duty, the operator will be subject to disciplinary action (e.g. miss-out, sick late).

ARTICLE K.
BUS/VAN CHANGE

SECTION 1. All operators not on reserve pulling out of the bus garage on a bus/van change will be paid one (1) hour minimum which includes nine (9) minutes report time.

SECTION 2. Operators exceeding twenty (20) minutes after scheduled pull-in time while making a bus/van change will be paid one (1) hour minimum. Pull-in time includes time required to report bus/van change to the Station Foreman.

SECTION 3. No regular operator will be required to make a bus/van change except by mutual agreement. The Dispatcher, however, may require an operator to make a bus/van change when it is necessary for the maintenance of safe and efficient service.

ARTICLE L
AM EXTRAS (EMPLOYEE REPRESENTATIVES)

SECTION 1. A minimum of two (2) AM (extra) pieces of work in the fields of employment of the two (2) full-time employee representatives, of sufficient duration to pay for employment related benefits, will be created each sign-up. Those representatives will have first preference to work AM extras.

ARTICLE M.
ACCIDENT REVIEW BOARD

The purpose of the Accident Review Board is to serve as the final appeal for accident classifications, which are determined to be preventable by the Risk Management/Safety Department. The Accident Review Board will be involved specifically in Accident Classification appeals only. The Accident Review Board will not be involved in disciplinary matters related to accident classification or any other employee matters.

ACCIDENT REVIEW BOARD COMPOSITION

- (1) Greater San Antonio Safety Council Representative. (By Mutual Agreement)
- (1) Greater San Antonio Safety Council Member such as Northside School District, Northeast School District, etc. (By Mutual Agreement)
- (1) San Antonio Fire Department, or Bexar County/DPS Police Officer. (By Mutual Agreement)
- (1) President Local 694 or designee (non-voting), co-chair.
- (1) Manager of Safety or designee (non-voting), co-chair.

RULES AND PROCEDURES

- The Manager of Safety/ President ATU 694 (or designee) will serve as the Accident Review Board Co-chairs.
- The Board will meet on the 3rd Wednesday of the month.
- All requests for appeals to the Accident Review Board will be made in writing to the Director of Risk Management/Safety within seven (7) calendar days of the written final decision from the Risk Management/Safety Department. The matter will be placed on the agenda for the next regular meeting of the board.

Chapter III

- Documentation is to be provided by Risk Management/Safety. The employee may provide additional information if applicable. Documentation to be considered must be available at the time of the scheduled appeal hearing.
- The Manager of Safety (co-chair) or designee will present the facts of the case and the accident classification to the Accident Review Board.
- The President of ATU 694 (co-chair), or designee, or the employee will present their appeal of the accident classification. If the employee is represented by an Employee Representative, the employee has the option of whether or not to appear before the Accident Review Board.
- The Accident Review Board shall review all material concerning the accident and provide a written ruling of their findings and decisions. The final accident classification as determined by the Accident Review Board may be anywhere between a non-preventable to a P-1 rating. All documentation will become a part of the permanent records and retained by Risk Management/Safety.
- Employee Representative will be informed and consulted with prior to any change to the existing accident classification system.

ARTICLE N. WORK FAILURES

There are three (3) types of work failures: Miss-out, Sick Late, and Late Report (excused late).

A Miss-out occurs:

- When an operator does not sign in on time for a work assignment.
- When an operator fails to make a relief on time.

A Sick Late Occurs:

- When an operator reports off sick within one (1) hour prior to an AM assignment.
- When an operator reports off sick while on break and after working part of his/her assignment.
- When an operator reports off sick after 0930 hours for PM assignment.

NOTE: A sick late report will not be charged to an operator who reports off sick while operating a revenue vehicle.

A Late Report (excused late) occurs:

- When an operator is excused after 1530 hours for an AM assignment and 0930 hours for a PM assignment.

NOTE: Operators will not be charged with a late report (excused late) if the Station Foreman authorizes an excused absence. Operators who make prior arrangement for an authorized absence with the Manager of Operations or the Station Foreman will not be charged with a work failure.

When disputing a work failure, contact the Manager of Operations within five (5) normal workdays (excluding regular days off, holidays or other benefit days).

SECTION 1. Any regular operator missing out and failing to take his/her run without previously being excused or reported sick shall serve one (1) day on the extra list; and for a second miss out within three (3) months, shall serve two (2) days on the extra list; and for a third miss out within six (6) months, he/she shall serve three (3) days on the extra list. Any such regular operator missing out four (4) times within six (6) months will be subject to reprimand and shall serve five (5) days on the extra list. This section will be discontinued until management may determine it necessary to reinstate.

SECTION 2. All regular operators serving time on the extra list for missing out shall start at the bottom of the list and rotate same as extra operators. It is further provided that all operators on the list shall be given work in accordance with their standing on the list before any other regular operator is marked to do extra service or overtime.

SECTION 3. Any regular operator missing out and failing to take their run without previously being excused or reported sick shall serve one (1) day on the extra list. Regular operators working AM or tripper runs will report immediately for assignment on the day of the miss-out and will be assigned work if needed by the Station Foreman.

Regular operators working PM or late night split runs will report for assignment immediately on the day of the miss-out and may be assigned work if needed the day of the miss-out and/or assigned work the following morning.

SECTION 4. Any regular or extra board operator continuing to miss-out will be subject to reprimand.

ARTICLE O.
WORK CONSIDERATIONS

SECTION 1. Employee representative(s) will be allowed to post an informational notice (flyer) in the training room advising new hourly hires that upon conclusion of "New Hire Training" a union orientation briefing will be held at the Union Hall. The instructors conducting the training may also distribute the flyers if the employee representative(s) prefer.

SECTION 2. Operators who are required to take a refresher course behind the wheel of a bus/van on their return to duty will be paid one (1) hour at their straight hourly rate of pay. Operators receiving pay i.e. Worker's Compensation, Sick Pay, or any other VIA pay on the day of their refresher training will not be entitled to training pay.

SECTION 3. Writing instruments (pens, pencils, etc.) will be provided to operators, on request, by the Station Foreman.

VIA has established a toll-free number (877-767-9950) for operators to contact Dispatchers when the bus/van communication system is inoperative.

SECTION 4. Operators on reserve status will only be required to perform duties specifically identified in their job description.

CHAPTER IV

REGULAR RUN OPERATORS

ARTICLE A. RUNS

SECTION 1. All regular runs shall be figured in schedules upon a basic eight (8) hours per day, and forty-five (45) minutes excess time is allowed only for the purpose of relief or getting run into garage, also length of runs and time allowed shall be governed by Chapter IV, Article C (Time, Allowances, and Premiums), Section 1.

SECTION 2. All schedules shall be figured into runs as to provide one (1) straight AM run for each all-day car, motor coach or bus operated and, whenever possible, additional straight runs for afternoon and night service shall also be figured.

SECTION 3. As many runs as possible, equally divided between all classes of runs, shall have the off days converted into regular runs which shall rotate and be placed in the regular sign-up the same as all other runs.

SECTION 4. Any runs which are found impracticable for the off days to be converted into regular runs shall be filled.

SECTION 5. The remainder of work shall be made into two (2)-part split runs as follows: Early morning and afternoon peak split not to exceed a spread of thirteen (13) hours, and afternoon peak and late night split not to exceed twelve (12) hours.

SECTION 6. Regular operators, after completing their day's work, shall not be marked out or scheduled out on any morning without first having nine (9) hours rest.

SECTION 7. No regular bus or motor coach operator shall be required to work after finishing his/her run, if there are competent extra board operators available, and VIA will endeavor at all times to provide sufficient extra board operators so that regular operators will not be required to do extra work except when it is absolutely necessary.

SECTION 8. In order to facilitate our problem of getting the service out, the following practices will be followed:

- (a) Regular operators whose rest periods permit, may be encouraged to take out AM extras prior to taking out their runs. Regular operators who are available for such work will be permitted to sign an "extra work list", and when regular operators are needed to work extras, the regular operators on this list will be assigned, in rotary order, to such work, except that when it is contemplated that some extras may be open each morning for a period of time, they may be regularly assigned to the top operators in seniority on the list.

(b) The same arrangement may be instituted at any time for taking care of PM extras; however, it is understood that such arrangements will not take the place of or interfere with our present practice of calling on regular operators in emergencies to do extra work after completing their runs.

ARTICLE B.
LINE SIGN-UP

SECTION 1. Line sign-ups may be made when, due to change in traffic conditions, a complete change of schedules is made on a line, and one (1) or more runs are cut off or added, or one (1) or more runs are changed, so as to effect the on and off time by thirty (30) minutes or more, or days off are changed on any run. However, special schedules may be operated not to exceed ten (10) consecutive days without a sign-up.

SECTION 2. If a line sign-up has been held, and any operator participating in the sign-up is unable to get a run of the same type that he/she held before the sign-up, he/she may bump any operator with less seniority. Type of runs will be considered changed if on or off time is changed as much as thirty (30) minutes, or days off are changed or pay time is changed as much as twenty (20) minutes. The operator bumped may in turn bump any other operator with less seniority on the extra list.

SECTION 3. Line sign-ups will be limited to one (1) line sign-up per line between regular sign-ups in case of emergency.

ARTICLE C.
TIME, ALLOWANCES, AND PREMIUMS

SECTION 1. For a five (5) day work week, all regular runs shall pay a minimum of eight (8) hours per day inclusive of the allowances described in Chapter III (Time Allowances), Article A, Section 2 (a)-(g), and Chapter IV, Article C, Section 5 (Spread Time).

Further, for a four (4) day work week, all regular runs shall pay a minimum of ten (10) hours per day inclusive of the allowances described in Chapter III, Time Allowances), Article A, Section 2 (a)-(g), and Chapter IV, Article C, Section 5 (Spread Time).

SECTION 2. The amount by which the Platform Time exceeds eight (8) hours and forty-five (45) minutes for any run shall be Excess Time, and shall be included in Daily Overtime according to Chapter III, Article A, Section 4.

SECTION 3. Any work performed in addition to completion of an operator's regular run ("Extra Work"), including work under Chapter IV, Article A, Section 8 shall be included in Daily Overtime according to Chapter III, Article A, Section 4, except as follows.

Chapter IV

- (a) Regular operators failing to be relieved on time due to a miss - out of relief operators will not charge Daily Overtime at the time and one - half rate, provided that they are relieved on next round-trip after having reported same.
- (b) When overtime work is required by an unavoidable traffic delay or interference, Daily Overtime shall not be charged until after thirty (30) minutes elapsed time has past.
- (c) Regular operators working extra due to miss-out will work at their straight time regular hourly rate of pay and not charge Daily Overtime for work assigned due to miss-out.

SECTION 4. Double overtime shall not accrue to any employee at any time.

SECTION 5. Regular operators who have signed on split runs will be paid the time of scheduled spread of their runs in excess of twelve (12) hours ("Spread Time") in Daily Overtime according to Chapter III, Article A, Section 4.

SECTION 6. When it is necessary for regular operators to work on their regularly scheduled day off under Chapter III, Article E, Section 3, then provided the employee works the previous five (5) regularly assigned days of work, a minimum of six (6) hours shall be paid and all such work (Day-Off Time) shall be included in Daily Overtime according to Chapter III, Article A, Section 4. An employee off sick on a regularly scheduled day of work who can furnish an acceptable certificate signed by a qualified physician or dentist will not be disqualified from receiving the minimum of six (6) hours and time and one-half ($\frac{1}{2}$) when required to work on his/her day of rest. An employee who misses a regularly scheduled day of work while taking approved vacation, holiday or death-in-family, paid military leave or jury duty will not be disqualified from receiving the minimum of six (6) hours and time and one-half when required to work on his/her day of rest.

CHAPTER V

EXTRA BOARD OPERATORS

ARTICLE A. ROTARY BOARD

SECTION 1. The rotary board and system of posting bulletin work orders will be operated as follows:

- a. The extra list employees shall rotate each day and work order runs assigned to the extra board operators will be posted not later than 11:00 AM, for runs that same afternoon and night, and not later than 5:00 PM for runs the following morning, and the standing of the operator on the rotary list shall be posted each time that work orders are posted.
- b. All operators at the top of the list receiving eight (8) hours or more work in any one (1) day and all extra board operators receiving assignment of a variable run shall rotate and be placed at the bottom of the list in their respective order and work up to the top again.
- c. Extra board operators shall be given work according to their standing on the list, the top operator being marked out for work first, the second extra board operator second, and so forth.
- d. The filling of runs on the board shall start with the lowest run number vacant, which shall be assigned to the first extra board operator out; the next lowest run number to the second extra board operator, etc., and all bus and motor coach runs shall be filled in numerical order starting with the number "1."
- e. After runs and combinations of work to make eight (8) hours are filled, then reserve requirements will be filled followed by extra pieces of work to include part-time split extras according to the time they go to work; if more than one (1) extra board operator goes to work at the same time, they will be filled in numerical order until all work orders for buses and motor coaches for any one board have been assigned.
- f. Part-time split extras will not be posted on the work orders as one (1) piece of work to extra board operators who have worked eight (8) hours.
- g. All split extras not signed on during sign-up will be separated into individual block paddles.
- h. Any extra board operator on a five (5) hour day who receives eight (8) hours or more of work after the 5:00 PM bus operator or 5:30 PM paratransit operator work orders are posted for the following AM work assignments must report to the Station Foreman for Bus Operations and/or Station Foreman for Paratransit Operations that he/she has received eight (8) hours work, (refer to Chapter V,

Article B, Section 1 (b).) He/she will then be placed at the bottom of the list in his/her respective order and work up to the top again.

- i. Any extra board operator missing out shall lose his/her standing on the next work order board and be placed at the bottom of the list to work up again.

SECTION 2. Any regular or extra board operator continuing to miss-out will be subject to reprimand.

SECTION 3. (a) Extra pieces of work left open on the PM board after all available extra operators on the PM board have been assigned will be assigned to extra board operators who have completed eight (8) hours of work on the AM board in the order of their standing in the rotary board as they become available for this extra work.

(b) Extra board operators with split days off will be placed back in the rotary board after their second day off in accordance with their standing in the rotary board behind those extra board operators whose first day immediately preceded their second day off. (EXAMPLE: Extra board operators with Wednesday and Sunday split days off will be placed back into the rotary board behind the extra board operator with Saturday and Sunday days off in the order of their standing on the board.)

(c) When an extra board operator reports back from sick leave before 9:30 AM, he/she will be placed back on the board ahead of those operators canceled for the following day.

(d) The Station Foremen for Bus Operations and Station Foremen for Paratransit Operations will exert their best efforts, subject to service requirements and avoidance of excess cost, to see that an extra board operator whose assignment is posted and changed will not have the time at which his/her day's work ends delayed by more than one (1) hour.

SECTION 4. Bus -- An extra board operator posted for Charter, Reserve or Special Order prior to 5:15 AM can be posted on the PM work orders to make eight (8) hours work and will be dropped on the AM board, the same as if the work had been assigned on the AM board.

Paratransit -- Any reserve operator that has a show up prior to 5:15 AM will be assigned any open daylight run, or combination of runs, to equal an eight (8) hour daylight drop, with the operator due to receive work first getting the earliest, if possible and available, time-in the garage assignment, regardless of starting time, followed by the succeeding operator. The Station Foreman will make every effort to bring in these operators at the earliest possible time. Reserve operators that have a show-up at 5:15 AM or later will be assigned open runs, in numerical sequence, starting with the lowest run number.

Paratransit -- Open, eight (8) hour, PM runs will be sequentially assigned, beginning with the lowest open run number, to the operator(s) whose first show-up is PM Reserve, followed by operators who call-in for assignment at 10:00 AM. In both instances, normal extra board rotation will apply.

SECTION 5. The rotary board for part-time paratransit operators shall be separate from the rotary board for extra board bus operators described in Sections 1 through 3 of this Article, and shall not be subject to the rules governing the rotation of the full-time extra board bus operators' board.

SECTION 6. VIA will provide a one (1) week, hands-on inspection of extra board rotation procedures to an extra board representative and to each recognized successor. VIA will pay one-half (½) of the representative's normal wages during the period of this inspection.

ARTICLE B.
GETTING SERVICE OUT

SECTION 1. In order to facilitate our problem of getting the service out, the following practices will be followed:

(a) In emergencies extra board operators also may be required to work extras not posted on work orders. If, at time of posting work orders, not enough operators are available for all extras, the Dispatcher will temporarily cancel extras that are less important and may later order them filled, if operators become available.

(b) Extra board operators who complete eight (8) hours of work after the 5 o'clock PM bus or the 5:30 PM paratransit work orders are posted, and as a result of completing eight (8) hours of work, drop to the bottom of the extra board, may be required to work an extra the following morning, and the extra will be the first extra open in time order.

SECTION 2. All available extra board operators will be used before any off days will be suspended and due care will be used in calling for volunteers and in assigning work to part-time bus or paratransit operators so that a surplus of operators will not be had on the list.

ARTICLE C.
EXTRA BOARD OPERATOR SIGN-UP

SECTION 1. Extra board operators shall sign for their regular days off on the day of their actual sign-up and this assignment shall be kept posted together with a schedule of runs upon the bulletin board.

ARTICLE D.
GUARANTEES AND PREMIUMS

SECTION 1. All operators working on the extra list who are not granted requested time off shall receive not less than five (5) hours in any one (1) day including time allowances, provided they read the two (2) work order boards and make proper show ups without miss-outs.

SECTION 2. (a) All operators working the extra list shall be paid not less than eighty (80) hours in any one (1) two-week pay period, including time allowances but not including weekly overtime, provided they read the two (2) work order boards, make proper show ups without miss-outs, and are not granted requested time off on their ten (10) regularly scheduled days.

(b) Upon a change of bus operator's sign-ups, it is possible that an extra board operator could work eleven (11) or twelve (12) regularly scheduled days of work in one bi-weekly payroll period. The first ten (10) regularly assigned days of work in one bi-weekly payroll period would constitute the application of the eighty (80) hour guarantee and any day or days past the first ten (10) regularly assigned days of work in one bi-weekly payroll period will be paid in addition to the eighty (80) hour guarantee, provided the extra board operator is qualified for the eighty (80) hour guarantee.

(c) Upon a change of bus operator's sign-ups, if an extra board operator has five (5) or more days off in one (1) bi-weekly pay period, which would result in less than ten (10) regularly scheduled work days, the eighty (80) hour guarantee shall be reduced by eight (8) hours for each day lost.

SECTION 3. When an extra board operator's day off is canceled under Chapter III, Article E, Section 3, and provided that the extra board operator works the previous five (5) regularly assigned days of work, then a minimum of five (5) hours shall be paid on the canceled day off and all such time ("Day Off Time") shall be included in Daily Overtime according to Chapter III, Article A, Section 4. An employee off sick on a regularly scheduled day of work who can furnish an acceptable certificate signed by a qualified physician or dentist will not thereby be disqualified from receiving the minimum five (5) hours and time and one-half when required to work on his/her day of rest. An employee who misses a regularly scheduled day of work while taking approved vacation, holiday or death-in-family leave, paid military leave or jury duty will not thereby be disqualified from receiving the minimum five (5) hours and time and one-half when required to work on his/her day of rest. Part-time employees shall not be paid Daily Overtime, even if they are also full time employees and are working part-time work under Chapter VI, Article B, Section 2 on their full time day of rest.

ARTICLE E.
THE USE OF FOR ORDERS (F.O.)

The F.O. Symbol, meaning For Orders, is applied after pieces of work that have been assigned to an operator on the AM or PM Board and is usually used after the assignment of charters, special event service and special duty. The primary reason for the post of For Orders after pieces of work is to guarantee that the operator who is dropped on the AM or PM Board will get the equivalent of eight hours.

EXAMPLES: #1 - - 8:00 Layover/Charter & F.O.
 #2 - - 11:40 Special & F.O.
 #3 - - 8:00 Layover/Charter, 1300 Layover/Charter & F.O.

Operator will be paid straight through until he/she receives 8 hours of pay, if the operator is posted for a continuous eight (8) hours piece of work.

Chapter V

The "F.O." *(For Orders) is also used after an operator has completed eight (8) hours of work. This designates that the operator is being used after being dropped on the board and can be distinguished from the regular reserve list.

EXAMPLES: #1 - - AM Board Posting 14 – 1, 4:44 GA = 8 hours
#2 - - PM Board Posting 1400 F.O.

*F.O. posting would indicate operator to be on stand by at 1400 but not included with regular reserve.

CHAPTER VI

PARATRANSIT OPERATORS

ARTICLE A. GENERAL PROVISIONS

SECTION 1. VIA will pay all paratransit operators the wages per hour shown in Appendix "A" effective on the date indicated.

SECTION 2. Any article in these working conditions which can be applied to paratransit operators, even though not specifically mentioned, will be applied in the same manner as to bus and motor coach operators and other hourly paid employees.

SECTION 3. Any employee serving as a paratransit operator will not be eligible to apply for or transfer to the position of regular bus and motor coach operator until serving in that position for at least one (1) year.

SECTION 4. The Goodwill Rehabilitation Service shall not be considered a predecessor employer for longevity pay purposes or for determining eligibility to participate in VIA employee benefits; however, service with Goodwill will be considered as seniority for run or shift selections.

SECTION 5. Paratransit operators shall have separate departmental seniority, and shall not take seniority with them into bus operations.

ARTICLE B. PROVISIONS REGARDING FULL-TIME EMPLOYEES WHO ARE ALSO PART-TIME PARATRANSIT OPERATORS

SECTION 1. Part-time paratransit operators who are also full-time employees shall have separate seniority for purposes of part-time paratransit work beginning from the date of their admission into the part-time paratransit operator program. Part-time paratransit operators who leave the part-time program but remain employed as full-time employees shall lose part-time seniority after leaving the part-time program but may reapply for admission to the program without seniority if they wish. Part-time employees shall have separate seniority from full-time employees, and shall not take seniority with them if converting to full-time status.

SECTION 2. Part-time paratransit operators shall have no guarantees other than one (1) hour per show up, and if a part-time operator is also a full time operator his/her part-time work shall not be considered in computing his/her five (5) or eighty (80) hour guarantees. Part-time paratransit operators shall also receive uniform allowance as specified in Chapter II, Article F and mandatory workers compensation. Nothing in these working conditions shall imply the provision of any other compensation or benefits to part-time paratransit operators.

CHAPTER VII
MAINTENANCE EMPLOYEES

ARTICLE A.
GENERAL PROVISIONS

SECTION 1. VIA will pay employees in various departments of the bus garage and shops, effective on the date indicated, the wages as shown in Appendix "A".

(a) The established rate of pay for shop helpers and painters with over eighteen (18) months service may occasionally be increased, in cases of unusual merit as determined by the Director of Maintenance, to a rate equal to the top helpers rate, plus 40% of the difference between the rate for top helpers after eighteen (18) months' service and the top rate for bus repairmen and painters.

(b) Maintenance personnel required to make trips farther than five (5) miles beyond the Bexar County Line in the performance of assigned duties will be authorized an allowance of two dollars (\$2.00) per meal for each six (6) hours, not to exceed three (3) meals in twenty-four (24) hours.

SECTION 2. Eight (8) hours shall be considered a day's work, and time and one-half (1 ½) shall be paid for overtime, such overtime to be divided equally as near as possible among the employees of the department where overtime work is required. Employees required to fill the place of a leader shall receive the appropriate rate of pay for that position.

Overtime shall not accrue as a result of changing days off or changing shifts at sign-up time or as a result of reduction in or additions to working force (except when doubling out at the request of VIA).

SECTION 3. (a) Time and one-half (1 ½) will be paid for work on regularly assigned days of rest, providing the employee has worked the previous five (5) regularly assigned days of work. An employee off sick on a regularly scheduled day of work who can furnish an acceptable certificate signed by a qualified physician or dentist, or off on approved death-in-family leave or jury duty leave, will not be disqualified from receiving time and one-half (1 ½) when required to work on his/her day of rest.

(b) The present method of payment for maintenance employees with regard to being eligible to receive holiday pay in addition to sick pay if they satisfy all requirements for holiday pay will remain unchanged. If a maintenance employee is on sick leave, and is eligible for and is receiving sick pay on the day the holiday is observed, and is not scheduled to work on the day the holiday is observed, and is not on his/her regular scheduled day of rest on the day the holiday is observed, the employee will receive holiday and sick leave pay. The specific reference made to employees in the maintenance department in Chapter II, Article D., Holidays, Section 2., regarding the rules pertaining to the payment of holiday and sick leave for maintenance employees is completely distinct and does not now and would not in the future apply to bus operations or paratransit operations employees unless otherwise modified during future working conditions discussions.

SECTION 4. Maintenance Shop employees after completing their day's work shall not be marked out or scheduled out on any morning without first having nine (9) hours rest.

SECTION 5. Maintenance employees called back from their homes for duty before or after regular working hours, shall receive not less than four (4) hours pay for the same.

SECTION 6. Seniority shall prevail at all times, the employee senior in service to be given preference for daylight work, bench work, road calls, except where the employee is incompetent to handle such work. In such event, then the employee next in line for promotion shall take his/her place. When a permanent vacancy occurs during the first three (3) months of sign-up, in a job within the garage or labor divisions of the shop, or when an existing job is discontinued in such divisions, a bumping will be held within the division affected, and all employees having seniority equal to or below that of the former occupant of the job affected shall have the right to participate in such bumping. Once a bump is mutually agreed to, it will be posted within seven (7) days. No employee will be arbitrarily pulled out of his/her seniority department to work in another department. Employees will be moved from their departments only when unusual work priorities require that they temporarily be moved to another department.

SECTION 7. As many employees as possible shall have Sunday as one of their regular days to rest and where possible, the department will be closed on Sunday. In departments where it is impossible to close down, the employees working in these departments shall have the right to select their days in accordance with seniority of service. As many Sundays off as possible will be posted upon the list for selection. Selection of off days shall be effective the first day of a new pay period after the first of June and the first of December.

SECTION 8. VIA will keep not less than one (1) shop repairman for each shop helper, and not less than one (1) painter for each painter helper. When an increase in the force of repairmen or painters is needed, ability, merit and seniority of eligible employees shall be considered. Ability and merit being equal, seniority shall prevail, and helpers shall be moved up in their turn, provided they can qualify by test for the promotion.

SECTION 9. It is recognized that all body workers must be qualified and required to perform all types of sheet metal body repair work, including welding, torch cutting, brazing and soldering, and minor mechanical repairs required in conjunction with the body repair work, such as A-frames, water pumps, fans and belts. Repairpersons on 3:00 PM shift and body shop repairpersons must be certified to perform vehicle safety inspections for stickers.

Probationary maintenance employees must possess a CDL license prior to end of probation.

SECTION 10. If voluntary instruction classes to enable employees to raise their ability level in their chosen trade and thus qualify for higher pay are held, neither VIA nor the employees will be paid therefor.

SECTION 11. It being desirable to stabilize employment and improve earnings through the performance of outside maintenance work, VIA and employees will cooperate in working out the problems that come up in this new work so as to make it possible to compete in this field successfully and at the same time treat each employee fairly.

SECTION 12. The Director of Maintenance or his deputy shall be present at each sign-up and have full charge of the same. The Director of Maintenance or his deputy along with the assistance of maintenance shop stewards will notify employees of the fact that it is their time to sign. Any employee failing to sign, within ten (10) minutes after being notified, shall be subject to any decision made by the Director of Maintenance, or his deputy, and shall work any shift selected for him/her according to his/her seniority. The first (top) twenty (20) skilled employees, senior in service, on the skilled sign-up list will be permitted to sign up for one (1) of three (3) specific shops on the maintenance day shift. A maximum of eight (8) of the top twenty (20) skilled employees may sign up for the heavy equipment shop. A maximum of four (4) of the top twenty (20) skilled employees may sign up for the inspection shop. A maximum of eight (8) of the top twenty (20) skilled employees may sign up for the large unit shop. (The Director of Maintenance or his deputy may adjust these three (3) shop quantities if required to meet revenue service requirements). The shop attendants will be permitted to sign for specific job assignments providing they meet the qualifications required for the job they wish to sign on. Their qualifications would be determined by an appointee of the Director of Maintenance. All employees will be required to sign up by seniority. No employee will be permitted to sign up in advance. The general sign-ups will become effective on the first day of the first pay period during the month of June and December. The sign-up will be available for employees to sign on forty (40) calendar days before the effective date of the sign-up. The sign-up must be completed fifteen (15) calendar days before the sign-up goes into effect. The completed sign-up will be posted three (3) calendar days before the sign-up goes into effect.

SECTION 13. VIA will reimburse up to two hundred twenty dollars (\$220) commencing on August 1, 1999, two hundred forty dollars (\$240) commencing on August 1, 2000, and two hundred sixty dollars (\$260) commencing on August 1, 2001, of the actual cost of prescribed or optional tools purchased by each Maintenance Department mechanic with at least one (1) year continuous service. New employees, upon completing their first year of service, will receive a pro-rata value of the allowance based on the number of full calendar months remaining to the next August 1st. Any unused portion of the annual allowance for each employee for one (1) twelve (12) month period commencing each August 1st shall be applied to the actual cost of prescribed or optional tools purchased by the employee during the next such twelve (12) month period to the extent such cost exceeds the annual cost during the next such twelve (12) month period.

SECTION 14. VIA will purchase one (1) pair of safety shoes for maintenance employees with at least ninety (90) days of continuous service. After original purchase, employees may use their shoe allowance to replace prescribed safety shoes as needed. Maintenance shoe allowance effective August 1, 1999, is one hundred ten dollars (\$110.00); on August 1, 2000, the allowance will increase to one hundred twenty dollars (\$120.00), and the allowance will increase to one hundred thirty dollars (\$130.00) August 1, 2001.

SECTION 15. Maintenance's holiday off "volunteer request list" will be posted fourteen (14) days prior to the holiday for volunteers to sign up. Employees volunteering to work the holiday must notify their supervisor within four (4) days of the "volunteer request list" posting. Maintenance's list of employees "scheduled to work the holiday day" will be posted seven (7) days prior to the holiday. Employees volunteering to work the holiday after the "scheduled to work the holiday" list is posted will be considered additional employees and no changes to the

schedule will be made. The additional employees requesting to work the holiday will be subject to the same rules that exist for all employees scheduled to work. If Saturday service is going to be provided on a holiday, the current effective Saturday sign-up position quantities will be reduced by twenty-five percent (25%) with the exception of the vehicle service attendant shift, which must remain fully staffed. If Sunday service is going to be provided on a holiday, the current effective Sunday sign-up position quantities will be reduced by thirty (30%), with the exception of the vehicle service attendant shift, which must remain fully staffed.

No shift with multiple positions scheduled to work a Saturday or Sunday shall have less than two (2) individuals on duty during a holiday. The Manager may adjust these percentages if unusual circumstances or events warrant.

SECTION 16. (a) "Shop and Painter Helpers" who have completed their first six (6) months as a skilled employee will be eligible for advancement to the "After 18 Months Rate" ahead of schedule, provided they have been signed off by their Foreman as having successfully completed all tasks as described in the Targeted Maintenance Training Program (TMTP) or successfully completed VIA sponsored programs in their specific shops.

(b) Advancement will be based on two (2) consecutive "Employee Progress Reports" since being promoted to "Shop and Painter Helper", which at a minimum, demonstrate an excellent "Work Record", an excellent "Knowledge of Work" and the recommendations of their Foremen and Manager.

ARTICLE B.
TRANSFER, SHOP ATTENDANT POSITION
TO STATION FOREMAN'S OFFICE

It is mutually agreed that the shop attendant position assigned to the Station Foreman's Office, and transferred from an hourly maintenance to an hourly maintenance/operations position, is a permanent position assigned to that location. It is further understood and agreed that the employee serving in that position will select vacation independent of other hourly employees assigned to Bus Operations and will be excluded from the maintenance sign-ups and its vacation selections.

ARTICLE C.
OVERTIME DISTRIBUTION
FOR
MAINTENANCE POOL EMPLOYEES

All overtime has been distributed on a rotational basis, by seniority, specific shops, and shifts for all the maintenance pool employees. An overtime status sheet, which is a list that separates all skilled and unskilled personnel by seniority, specific shops, and shifts has been utilized by the supervisors to ensure that all overtime work is equitably and fairly distributed.

The examples listed below will show variations of scheduled and unscheduled overtime distribution, for shop repairpersons, garage clerks, shop attendants, and vehicle service attendants assigned to specific shops and shifts.

Example #1: Scheduled Overtime for Shop Repairpersons in the Heavy Unit Shop. If the supervisor is aware of a scheduled work load that has to be completed the following day, the supervisor will use the overtime status sheet for his shop and will begin asking the shop repairpersons assigned in the heavy unit shop, if they are interested in working overtime. The request to work overtime will begin where the last overtime request stopped the previous time there was a requirement for overtime. The supervisor will go down the seniority roster until he has filled his work requirement. If an employee is not on duty the day the supervisor is requesting overtime work, the supervisor will indicate on the overtime status sheet the reason the employee is unable to work such as days off, vacation, sick leave, occupational, military leave, etc. This will serve as a reminder to the supervisor why the employee was not asked to work overtime on that date. The supervisor will skip the employee not present and will continue with the next employee on the list. The employee not present will not be eligible for overtime until the next time his or her turn comes up by seniority on the overtime status sheet.

Example #2: Unscheduled Overtime for Shop Repairpersons in the Heavy Unit Shop. If a requirement exists to complete a specific job or work on a specific bus that a shop repairperson is currently working on, the supervisor will first ask that employee if he or she is willing to stay and complete that specific job. If the employee is unable to stay and complete the job, then the supervisor will refer to the overtime status sheet following the same criteria covered in example #1.

Example #3: Scheduled and Unscheduled Overtime for Shop Attendants, Vehicle Service Attendants and Garage Clerks within the same job assignment, specific shops, and shifts is handled the same as examples #1 and #2, following the same criteria. The exception to this would be when the overtime requirement is in a specific job assignment where only one (1) shop attendant is signed-up, by seniority on the semiannual signup (example, tire changer in the tire shop). That person would have the first opportunity for any overtime work requirements in that specific job assignment for which he or she has signed up for. If that individual is unable to work the overtime requirement in his or her assignment, then the supervisor would refer to his overtime status sheet and begin asking shop attendants assigned in his shop if they are interested in working overtime following the same criteria covered in example #1.

NOTE: In all examples described, if the supervisor has not filled the overtime work requirement with volunteers within their department, he will refer to the general seniority list for that shift and ask for volunteers, by seniority till the overtime work requirement has been filled. If the supervisor is still unable to fill his or her requirement then he or she will refer to their appropriate overtime status sheet, and schedule the necessary personnel starting with the most junior employee available and proceeding in reverse order on the overtime status sheet until the supervisor has filled all overtime work requirements in his or her shop.

NOTE: Any overtime work assigned through the use of the general seniority list will not interfere or change the current status's of the overtime status sheets being maintained in specific shops.

Chapter VII

For informational purposes a section of the general provision of the working conditions for hourly-paid employees that applies to overtime work for maintenance employees is included. Chapter VII, Maintenance Employees, Article A, General Provision, Section 2, which reads, "Eight (8) hours shall be considered a day's work, and time and one-half shall be paid for overtime, such overtime to be divided equally as near as possible among the employees of the department where overtime work is required".

CHAPTER VIII

CHARTER SERVICE

ARTICLE A. GENERAL PROVISIONS

SECTION 1. It is agreed that for chartered, sightseeing and special bus trips which are not operated in connection with regular VIA city service, there shall be established a separate seniority list of bus and motor coach operators and the said list is to be created as follows: Such operators as were employed by the Gray Line Tours at the time it was taken over by the Public Service Company shall assume their respective places in seniority on the list according to the length of service of each operator. Additional names added to this seniority list of operators of the San Antonio Transit System and/or VIA shall assume their respective place in seniority, the list to be known as "Qualified List No. 1", and once each year, operators engaged in local motor coach and bus transportation shall be permitted to place their names on the sightseeing, chartered and special bus seniority list known as List No. 2, provided that additional operators are needed for this service. In such cases, List No. 2 shall be made up as follows: The Manager of Bus Operations shall post a notice to all employees together with a list of names, and stating that additional operators are needed for such special and chartered bus service, and request that they sign a list showing their desire to learn this work. At the end of ten (10) days, the said list and notice shall be taken down and the Manager of Bus Operations shall arrange the names signed thereon in their respective order and according to car and bus service seniority; the operators whose names appear thereon shall be permitted to learn the duties of and try to qualify for this line of work in their respective turn as fast as they are needed on the qualified list of operators known as List No. 1, which is a permanent list and their names shall be taken down from List No. 2 and placed on List No. 1, in seniority order behind operators who have previously qualified.

SECTION 2. Operators whose names are on the No. 1 List of qualified operators shall do any extra work of this class, which shall include working in the place of regular sightseeing bus operators who may be off duty, and in this manner they shall then become better qualified for promotion, in order of seniority, when a vacancy on the regular list shall occur. Qualified operators who refuse to do this class of work shall lose their standing on the permanent list of qualified operators and other operators shall advance to take their place from List No. 2, in order of seniority.

SECTION 3. For charter runs where operators return to garage or station during the same day for relief, they shall receive pay at the regular rate for VIA bus operation for all actual running time and lay over time on any one (1) trip. On such trips, an allowance of \$2.00 per meal will be allowed for each six (6) hours but not to exceed three (3) meals in twenty-four (24) hours. Time of day meal allowance shall be 6:00 AM, 12:00 noon and 6:00 PM.

(a) For chartered bus runs which make trips further than five (5) miles beyond the Bexar County line, Chapter IV, Article A, Sections 1,2,5,7, and 8, will not apply and the following rules shall apply: Upon any trips where operators are required to stay away from San Antonio at night, they shall be paid at the regular rate of said bus operator for actual running time, and in all cases where eight (8) or more hours including running time is consumed before returning to the garage or station for relief, not less than eight (8) hours shall be paid upon any one (1) day, and in all cases,

Chapter VIII

operators shall be paid for such reasonable and necessary living expenses that are actually incurred during such trips.

(b) Should operators who have regular runs or work be assigned to this special or charter bus work, they shall be paid a minimum of not less than they would receive for such regular run or work.

SECTION 4. Due to the nature of this work Chapter I, Article Q, Section 1 and Chapter V, Article A, Section 1, will not apply to the operators engaged in said sightseeing, chartered and special bus service, except in Chapter I, Article Q, Section 3, difference in pay on jury service shall be allowed.

SECTION 5. Seniority shall prevail, however, the most senior operator on this list being promoted to regular work in their turn.

SECTION 6. Extra operators shall receive a minimum of not less than five (5) hours including time allowances and shall be available for line service or other service in order to complete a minimum of five (5) hours' work.

SECTION 7. Spare operators who have become qualified and had their names placed on special seniority lists of qualified sightseeing, chartered and special bus operators, shall have assigned to them in turn as nearly as possible all open regular and special work from day to day, and the Station Foreman in making those assignments shall give to each operator such advance notice as is possible of his/her assignment.

SECTION 8. All operators engaged in this work who have been assigned regular runs shall be marked "off duty" and have two (2) days of rest out of each seven (7) days, and spare operators on the qualified operators' list may be assigned in turn to such runs.

SECTION 9. Gray Line operators after completing their days work shall not be marked out or scheduled out on any morning without first having nine (9) hours rest, however, when it is necessary to operate a large number of sightseeing buses and all available Gray Line operators have been assigned, it may be necessary to request a Gray Line operator whose rest period would be affected by this provision to return to work with less than nine (9) hours of rest.

CHAPTER IX

"CLASSROOM ON WHEELS"

ARTICLE A. GENERAL PROVISIONS

SECTION 1. It is agreed that for "CLASSROOM ON WHEELS" bus trips, which are not operated in connection with regular VIA city service, there shall be established a separate seniority list of bus and motor coach operators and the said list is to be created and maintained as follows:

To establish an initial list of qualified operators for "CLASSROOM ON WHEELS", the Director of Bus Operations shall post a notice on the Bulletin Board in the Station Foreman's Building for a period of ten (10) consecutive days advising full-time bus operators of the opportunity to perform "CLASSROOM ON WHEELS" service, that they sign a list showing a desire to learn this work. Such a notice shall also contain a brief description of duties to be performed by the "CLASSROOM ON WHEELS" duty.

After the "Qualified List" is established, to maintain that list, once each year, full-time bus operators shall be permitted to place their name on the desired list, provided that additional operators are needed for this service. If additional operators are needed, such operators will be added to the "Qualified List".

The Director of Bus Operations shall post, for a period of ten (10) consecutive days, notice on the Bulletin Board in the Station Foreman's building advising all full-time bus operators that additional operators are needed for "CLASSROOM ON WHEELS" service, that they sign a list showing a desire to learn this work. The names of operators expressing a desire to perform "CLASSROOM ON WHEELS" service shall be placed on a list according to their respective seniority standing as reflected on the full-time bus operators seniority list. The operators whose names appear on the desired list, shall be permitted to learn the duties of and try to qualify for this line of work in their respective turn as fast as they are needed on the "qualified list of operators" and their names shall be placed in seniority order behind operators who have previously qualified.

(a) Operators who fail to satisfactorily complete training required to perform "CLASSROOM ON WHEELS" service will be returned to regular bus line service duty, reclaiming their previous duty assignment and seniority rights, without penalty or reprisal.

SECTION 2. Qualified operators who refuse or are not available (vacation, sick leave, jury duty, etc.) to do this class of work shall lose their standing on the rotation list of qualified operators and the next available operator shall advance to take their place in order.

SECTION 3. Operators who work regular runs or extra board, that are assigned to this "CLASSROOM ON WHEELS" bus work, shall be paid a minimum of not less than they would receive for such regular run or work.

SECTION 4. Seniority shall prevail, with the most senior operator on this list being promoted to a regular work assignment, if the possibility should arise, a regular run on "CLASSROOM ON WHEELS" will be created.

(a) All operators engaged in this work who have been assigned to a regular run "CLASSROOM ON WHEELS" shall be marked "off duty" and have two (2) days of rest out of each seven (7) days, and spare operators on the qualified operators' list may be assigned in turn to such run.

SECTION 5. All operators who have become qualified and had their name placed on seniority list of qualified "CLASSROOM ON WHEELS" bus operators, shall have assigned to them in turn as nearly as possible all open work from day to day, and the Station Foreman in making those assignments shall give to each operator such advance notice as is possible of his/her assignment.

SECTION 6. Any and all provisions of the Working Conditions shall apply while working the "CLASSROOM ON WHEELS" without exception.

APPENDIX "A"
TO THE
WORKING CONDITIONS FOR EMPLOYEES
OF
VIA METROPOLITAN TRANSIT

BUS OPERATORS, PARATRANSIT OPERATORS & MAINTENANCE WORKERS
HOURLY WAGES

Current sections of Appendix "A" are posted on bulletin boards in work centers. A copy is available on request.

APPENDIX "B"
TO THE
WORKING CONDITIONS FOR EMPLOYEES
OF
VIA METROPOLITAN TRANSIT

WORKERS' COMPENSATION SUPPLEMENTAL PAY POLICY

SECTION 1. The following schedule of Workers' Compensation Supplemental Pay Benefits will apply to all employees. All supplemental pay will be considered accelerated (or "advanced") Workers' Compensation, which will be credited toward any disability payments or other awards made by the Texas Workers' Compensation Commission. The employee can elect to refuse the advanced Workers' Compensation, in which case he/she will receive State required Workers' Compensation only.

SECTION 2. In order to qualify, the employee must be eligible for Workers' Compensation under the State and must have complied with VIA's Workers' Compensation regulations, a copy of which is given to the employee after sustaining an injury. All lost time must be authorized by a doctor.

SECTION 3. Under this program, an employee with less than one (1) year of employment will be allowed up to five (5) days of supplemental pay benefits and will accumulate an additional fifteen (15) days on each employment anniversary date during the first three (3) years of employment and twenty (20) days thereafter, to a maximum of two hundred sixty (260) days. All current employees will initially receive credit for the amount of days earned based on their length of service. At no time may sick leave be substituted for, or used in conjunction with, Supplemental Pay Benefits. Scheduled vacation may, however, be substituted and will be paid in addition to any State required Workers' Compensation received.

SECTION 4. The employee may utilize a day of supplemental pay benefit for each full day lost from work to supplement the amount of State required Workers' Compensation received. If partial days are involved, four (4) or more hours of lost time will be charged as a full day. Less than four (4) hours will be paid, but not charged against the employee's accumulated days of benefit. The amount of supplemental pay will equal usual gross pay, reduced by the amount normally deducted for income tax withholding and social security, as well as the amount of State required Workers' Compensation, which accrues to the employee. Usual gross pay will be based on eight (8) hours per day as computed for the pay period in which the absence begins. If an employee is out again on a prior injury and has available VIA Supplemental Accelerated Worker's Compensation Days, that employee's usual gross pay will be computed based on their current wage rate, rather than the rate they were receiving when the injury occurred.

SECTION 5. The maximum time an employee may lose for any one (1) accident is two hundred sixty (260) workdays. Exception: Employees with back injuries who choose to have conservative treatment and who eventually have surgery within the last 65 days of the 260 maximum lost time days allowed, will be allowed a maximum of an additional 65 days to return to work. Otherwise, if the employee is unable to return to work after losing two hundred sixty (260) workdays, employment will be terminated. However, employment may be terminated

sooner if medical evidence indicates that the employee will not recover sufficiently to enable him/her to eventually return to work at the position held when injured. If the employee runs out of supplemental pay benefits prior to losing two hundred sixty (260) working days for any one accident and is receiving State required Workers' Compensation, only, he/she will receive advanced Workers' Compensation for an amount limited to the employee's monthly life insurance and pension contributions for the remainder of the two hundred sixty (260) days that the employee is unable to work. State required Workers' Compensation will be paid in accordance with the law and will not be affected by the two-hundred sixty (260) day restriction.

SECTION 6. If an employee is on a long-term occupational injury absence due to recent surgery or other medical reason, the wearing of the uniform for medical treatment is optional. However, should the employee get released to return to work unexpectedly, their occupational injury pay status will cease at that point and the employee will have to go home, obtain the required uniform, and report to duty within a reasonable time period.

APPENDIX "C"
WORKING CONDITIONS FOR EMPLOYEES
VIA METROPOLITAN TRANSIT

Appendix "C" shall contain and reflect only interim change(s) to the Working Conditions that have the joint recommendation and approval of the employee representations and management. Any such interim change(s) has/have occurred during the interim period of the latest ratification and/or approval by the Board of Trustees of any change(s) to the Working Conditions. Any interim change(s) contained and/or reflected in Appendix "C" has/have been approved by the General Manager, under the authority granted to him by the Board of Trustees, and is subject to ratification and/or approval of the Board of Trustees.

Upon approval of the Board of Trustees, the following interim change(s) will be reflected within the Working Conditions as follows:

INTERIM CHANGE NO. 1 – Travel Pay, Chapter III, Article A, Section 2(e), (Reserved):

(e) An allowance (Travel Pay) applicable to all regularly scheduled runs and extra pieces of work, to include part-time extras, will be paid in the following travel situations and amounts:

1. Ten (10) minutes:

(a) For each occurrence, if an operator relieves (10 minutes) and gets relieved (10 minutes) at the same, or different locations in the Central Business District (CBD);

(b) If an operator gets relieved (only) in the CBD, or an operator is required to travel from garage/¹Garage Area Relief Point to the CBD to relieve;

2. Twenty (20) minutes:

(a) If an operator is required to travel to a ²Remote Relief Location on or within Loop 410 to relieve, or an operator gets relieved at a Remote Relief Location on or within Loop 410;

(b) If an operator is required to travel from a Remote Relief Location on or within Loop 410, to another Remote Relief Location on or within Loop 410.

(c) If an operator is required to travel from a Remote Relief Location on or within Loop 410, to a Garage/Garage Area Relief Point, or from a CBD or Garage/Garage Area location to a Remote Relief Location;

¹ Garage Area Relief Points: 5 Pts., VMC (Garage)

² Remote Relief Point (inside) Loop 410: San Pedro/Basse, Commerce & 24th, etc.

(d) If an operator relieves and gets relieved at the same Remote Relief Location on or within Loop 410 and does not have an additional show-up.

3. Thirty (30) Minutes:

(a) If an operator is required to travel to a ³Remote Relief Point (outside) Loop 410 to relieve, or an operator gets relieved at a Remote Relief Location outside Loop 410;

(b) If an operator is required to travel from a Remote Relief Location outside Loop 410 to another Remote Relief Location outside Loop 410, or a Remote Relief Location on or within Loop 410;

(c) If an operator is required to travel from a Remote Relief Location outside Loop 410 to a Relief Point in the CBD or Garage/Garage Area, or from a Relief Point in the CBD or Garage/Garage Area, to a Remote Relief Location outside Loop 410;

(d) If an operator relieves and gets relieved at the same Remote Relief Location outside Loop 410 and does not have an additional show up.

4. If an operator does not get relieved as scheduled and the operator is directed to work any part of the remaining piece of work, or returns the bus to the garage, or returns a staff vehicle to the garage, the operator will be paid Travel Pay from the garage to their originally scheduled relief location.

5. Operators who do not complete their scheduled work assignment will not be paid Travel Pay for unscheduled reliefs. Operators making unscheduled reliefs will be paid applicable Travel Time.

6. San Pedro and Myrtle Relief Points have been changed to VMC.

7. Any situation arising regarding Travel Pay that is not specifically covered herein will be resolved by mutual agreement between the employee representatives and management.

8. Effective date of adjusted Travel Pay is October 11, 1999.

³ Remote Relief Location (outside) Loop 410: Northwestern (Ingram), Medical Center, etc.